



PARKS AND RECREATION ADVISORY COMMITTEE MEETING

Tuesday, August 1, 2017 at 5:30 p.m.
Los Osos Community Services District Office
2122 9th Street, Suite 106, Los Osos, CA

COMMITTEE MEMBERS

Lou Tornatzky, Chairperson
Jon-Erik Storm, Alternate Chairperson
Alissa Feldman, Member
William Fitzgerald, Member
Jennifer Foronjy, Member
Andrea Lueker, Member
Shaunna Sullivan, Member

STAFF

Renee Osborne, General Manager
Ann Kudart, Administrative Services Manager

AGENDA

1. **Opening at 5:30 p.m. – Call To Order; Flag Salute; and Roll Call**
2. **Approval of Parks and Recreation Committee Meeting Minutes of March 7, 2017 and May 2, 2017**
Presented By: Administrative Services Manager Kudart
3. **Review of Proposed Dog Park Lease**
Presented By: General Manager Osborne
4. **Review of Parks and Recreation Committee Members' Best Practices Survey and Comments**
Presented By: Committee Member Tornatzky
5. **Public Comments on Items NOT on this Agenda:** At this time, the public may comment on items not on this agenda. Each commenter is limited to 3 minutes and shall address the Chairperson.
6. **Schedule Next Parks and Recreation Advisory Committee Meeting**
7. **Closing Comments by Parks and Recreation Committee Members**
8. **Adjournment**

ITEM 2

**APPROVAL OF PARKS & RECREATION
COMMITTEE MEETING MINUTES OF
MARCH 7, 2017 AND MAY 2, 2017**

**Los Osos Community Services District
Minutes of the Parks & Recreation Advisory Committee Meeting
March 7, 2017 at 5:30 p.m. at the District Office**

AGENDA ITEM	DISCUSSION	FOLLOW-UP
1. Call to Order, Flag Salute, and Roll Call	<p>Chairperson Tornatzky called the meeting to order at 5:31 p.m. and led the flag salute.</p> <p><u>Roll Call:</u> Alissa Feldman, Committee Member – Present William Fitzgerald, Committee Member - Present Jennifer Foronjy, Committee Member – Absent Andrea Lueker, Committee Member – Absent Shaunna Sullivan, Committee Member - Present Lou Tornatzky, Chairperson – Present</p> <p><u>Staff:</u> Renee Osborne, General Manager Roy Hanley, District Legal Counsel Ann Kudart, Administrative Services Manager</p>	
2. Introduction of the 2017 Parks and Recreation Advisory Committee	<p>Chairperson Tornatzky welcomed the 2017 Parks and Recreation committee members. The members introduced themselves and provided a brief background.</p>	
3. Review of Brown Act Guidelines and Section 11 of the 2017 Board Bylaws and Rules of Decorum	<p>District Counsel Hanley provided a review of the 2017 LOCS Board Bylaws and Rules of Decorum and reviewed the formalities of the Brown Act rules regarding Standing Committees.</p>	
4. Approval of Parks and Recreation Committee Meeting Minutes of November 21, 2016	<p>Committee Member Fitzgerald noted that Mr. Best had voted both aye and nay on Items 4, 5, and 6. Administrative Services Manager Kudart reported that he had only voted aye on those three items and that the nays were an error and would be amended.</p> <p>Public Comment - None</p> <p>Committee Member Sullivan made a motion to approve the meeting minutes of November 21, 2016 as amended. The motion was seconded by Committee Member Fitzgerald and carried by unanimous consent.</p> <p>Ayes: Sullivan, Fitzgerald, Feldman Nays: None Abstain: None Absent: Foronjy, Lueker</p>	
5. Review of 2017 Parks and Recreation Committee Work Plan	<p>Chairperson Tornatzky and General Manager Osborne reviewed the Committee's Board approved 2017 Work Plan discussing future sites of the dog park and then the need for an RFP once a site has been chosen; discussed a possible "pocket park" at our 3rd Street well site; and a possible agreement with the Audubon Society for a family area at their property at Binscarth and Doris.</p>	
6. Public Comments on Items NOT on this Agenda	<p>None</p>	
7. Schedule Next Parks and Recreation Advisory Committee Meeting	<p>The next meeting was scheduled to be held on Tuesday, May 2, 2017 at 5:30 pm unless otherwise noticed.</p>	

AGENDA ITEM	DISCUSSION	FOLLOW-UP
8. Closing Comments by Parks & Recreation Committee Members	None	
9. Adjournment	The meeting adjourned at 6:36 p.m.	



**Los Osos Community Services District
Minutes of the Parks & Recreation Advisory Committee Meeting
May 5, 2017 at 5:30 p.m. at the District Office**

AGENDA ITEM	DISCUSSION	FOLLOW-UP
1. Call to Order, Flag Salute, and Roll Call	<p>Chairperson Tornatzky called the meeting to order at 5:30 p.m. and led the flag salute.</p> <p><u>Roll Call:</u> Alissa Feldman, Committee Member – Present William Fitzgerald, Committee Member - Present Jennifer Foronjy, Committee Member – Present Andrea Lueker, Committee Member – Present Shaunna Sullivan, Committee Member - Absent Lou Tornatzky, Chairperson – Present</p> <p><u>Staff:</u> Renee Osborne, General Manager Ann Kudart, Administrative Services Manager</p>	
2. Update on Proposed Dog Park	<p>General Manager Osborne reported on the various aspects of the proposed dog park; that the District requested a lease from the County for the property between the tennis courts and church on Palisades Avenue; that the District cannot move forward on the next steps as the District is still waiting on the lease; that the County indicated they would be working on a lease next week; that the District is considering requesting RFPs from different organizations to adopt the dog park including monthly maintenance of the park and provide a fence; and, nothing can be accomplished until the Habitat Conservation Plan is approved in 2018 and we know there are no endangered snails and the District can then proceed.</p>	
3. Update of Previous Committee Assignments	<p>Committee Members Feldman reported that she looked into dog parks, both successful and unsuccessful, and the need for a dedicated group committed to the longevity of the park with strong community support, volunteer groups providing fundraising, anticipating possible problems, and providing constant maintenance to keep the dog park clean and sanitary, gather opinions and suggestions, don't tackle too much at the start, let it grow.</p>	
4. Preliminary View of the Best and Worst Practices of Dog Parks	<p>Chairperson Tornatzky and Committee Member Fitzgerald reported on the research on the development, implementation, and operations of dog parks and provided their findings in a "Best Practices for Dog Parks" positive and problematic, as provided in the agenda packet.</p>	
5. New Committee Member Assignments	<p>Chairperson Tornatzky discussed compiling the data from the "Best and Worst Practices of Dog Parks" into a questionnaire for the committee members to provide feedback as to what appeals to them in a dog park, what is needed to move forward to implement a dog park in Los Osos, what should be offered in a local dog park, etc.</p> <p>Public Comment – Julie Tacker commented on what was actually being looked for from the committee members with this assignment.</p>	
6. Public Comments on Items NOT on this Agenda	<p>Steve Best commented that he would like to see more transparency from the District.</p>	

AGENDA ITEM	DISCUSSION	FOLLOW-UP
7. Schedule Next Parks and Recreation Advisory Committee Meeting	The next meeting was scheduled to be held on Tuesday, August 1, 2017 at 5:30 p.m. unless otherwise noticed.	
8. Closing Comments by Parks & Recreation Committee Members	<p>Committee Member Lueker commented on the Committee's previous discussions of looking at projects that are a win for Los Osos and would like that to continue and to be the Committee's focus.</p> <p>Committee Member Foronjy commented on a dog park bringing people together.</p> <p>Committee Member Fitzgerald commented on walking before running and is pleased with the progress the Committee is making toward a successful project.</p> <p>Chairperson Tornatzky commented that doing a good job on this project will allow the Committee to do many more projects.</p>	
9. Adjournment	The meeting adjourned at 6:06 p.m.	

ITEM 3

REVIEW OF DOG PARK LEASE

LEASE AGREEMENT

This Lease Agreement is entered into between the County of San Luis Obispo, a political subdivision of the State of California (County) and Los Osos Community Services District (Lessee/LOCSD).

RECITALS

WHEREAS, the County is owner and operator of approximately 7.70 acres of real property described as APN 074-229-027, located at 2180 Palisades Avenue in the unincorporated area of Los Osos, County of San Luis Obispo, known as the Los Osos Community Park (the Premises), as shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Lessee is a public agency that provides a range of services to the community of Los Osos including parks and recreation; and

WHEREAS, Lessee desires to establish off-leash canine-related recreation for the general public by developing, operating and maintaining a community dog park (Dog Park) at the Premises; and

WHEREAS, Lessee desires to develop and construct the Dog Park on a portion of the Premises consisting of approximately 1.5 acres north of the existing tennis courts (the Project) as shown on Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, County has deemed the location to be suitable to establish a Dog Park; and

WHEREAS, Lessee will develop and construct a Dog Park in accordance with Lessee's development plan and will obtain and pay for all required regulatory permits and entitlements to construct, maintain, and operate the Dog Park, as defined in Paragraph 10 below, and for no other use; and

WHEREAS, the County will not be obligated to contribute toward the development, construction, operation, or maintenance of the Dog Park; and

WHEREAS, the County recognizes the public benefit associated with the development of a Dog Park; and

WHEREAS, a County may manage, sell, lease or otherwise dispose of its property as the interests of its inhabitants require (Government Code section 23004(d)).

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, the County and Lessee hereto agree as follows:

1. **Grant and Description of Premises**: County, for and in consideration of the promises contained herein, grants to Lessee the nonexclusive right and privilege to lease and to occupy a portion of the Premises consisting of approximately 1.5 acres for a Dog Park (Exhibit "B").
2. **Use of the Premises**: The 1.5 acre portion of the Premises shall be used for the primary purpose of establishing, developing, maintaining and operating a Dog Park, and for no other use.

3. **Condition of the Premises:** The taking of the portion of the Premises by Lessee shall, in itself, constitute acknowledgment that the portion of the Premises for the Dog Park is in good and tenantable condition. Lessee agrees to accept the portion of the Premises for the Dog Park in its existing condition, "as is," with no repairs, warranties or reports provided by the County. County shall not be obligated to make any alterations, additions or betterment thereto.

4. **Lease Term:** The Initial Term of this Lease Agreement shall be for a period of ten (10) years, unless earlier terminated pursuant to the provisions of this Lease Agreement and shall commence upon full execution of the Lease Agreement, with the County being the last party to sign (the Commencement Date).

5. **Mutual Option to Extend:** Within thirty (30) days prior to the expiration date of the Initial Term of the Lease Agreement, and with the mutual written consent of the Parks Director, or Director's designee (Director) and Lessee, Lessee may notify the County, in writing, of its desire to extend the term of the Lease Agreement for an additional ten (10) year period (Extended Term). The right of Lessee to negotiate with County any extension of this Lease Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

- a. The Lease Agreement shall be in effect and Lessee shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the Lease Agreement;
- b. Lessee shall not have incurred nor received more than one written notice of default under the Lease Agreement during the then current Lease Term;
- c. All parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension.

If the term of this Lease Agreement is not extended as provided in this Paragraph, this Lease Agreement and Lessee's right of possession shall terminate at the end of the Initial Term.

6. **Holding Over:** In the event that Lessee shall hold over after expiration of the Initial Term or any extension or renewal thereof, with the consent, express or implied, of County, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is extended or terminated in a manner prescribed by law.

7. **Surrender:** Except for modifications to be retained for the benefit of County as determined at the time of termination of this Lease Agreement, Lessee shall surrender the Dog Park unto County on the last day of the Initial Term, or any Extended Term, or sooner termination of this Lease Agreement in the same condition as when received, reasonable use and wear excepted.

8. **Rental:** In lieu of monetary rent, consideration shall be Lessee's satisfactory performance of the construction, operation and maintenance of the Dog Park to County's standards, or better, in lieu of County's obligation to do the same and is deemed to be adequate compensation for this Lease Agreement.

Commented [JD1]: A ten year term is generous under these circumstances, Counties often want to have a lease expire in a much shorter time frame.

Commented [JD2]: This is also a fair provision to include even though as a mutual option this means that the County retains the right to refuse to extend the lease

9. **Consideration:** As consideration for the use and occupancy of a portion of the Premises, Lessee shall establish, develop, maintain and operate the Dog Park and make the Dog Park available to the general public for off-leash canine-related recreation. The County shall not be obligated to contribute toward the development, maintenance or operations of the Dog Park.

10. **Obligation to Construct & Operate Improvements:** As partial consideration for the County entering into this Lease Agreement, Lessee hereby agrees to construct the Project, at its sole cost, as described in this Paragraph. The Project shall be defined as including Lessee's installation of fencing enclosing the entire Dog Park not less than five feet in height, cross-fencing for separate "big dog" and "small dog" play areas, gates, signage, water stations, dog bag dispensers, waste receptacles, park benches and other similar improvements consistent with a dog park and will install drought-resistant landscaping, as approved in advance by the Director (collectively, the "Project" or "Improvements").

a. Lessee shall construct, operate and maintain the Dog Park at all times in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Lessee expressly agrees at all times during the term of this Lease (including any extensions), at its own cost and expense, to maintain, repair and operate the Dog Park and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this Lease Agreement in force, relating to sanitation or public health, safety or welfare.

b. Lessee shall be solely responsible for providing all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of Lessee's operation at the Dog Park. Lessee shall comply with all labor laws and tax laws.

11. **Ownership of Improvements:** Title to the Improvements, as described in Paragraph 5, at the Dog Park at the Commencement Date is retained by the County. This Lease Agreement is subject to any rights of ownership in the improvements. The ownership of all Improvements, and any and all additional alterations, additions and approved improvements constructed by Lessee, if any, shall remain in Lessee until expiration, or sooner termination, of the Initial Term, including any Extended Terms, of this Lease Agreement.

Commented [JD3]: This is also a common and a fair provision to include

Upon termination of this Lease Agreement, all alterations, additions and improvements made in, to or at the Dog Park shall, without compensation to Lessee, become County property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. Such improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, Lessee shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to a condition

satisfactory to the County at Lessee's sole cost and expense prior to expiration of the term. Should Lessee fail to remove or dispose of Lessee's property as herein provided, County may, at its election, consider such property abandoned or may dispose of same at Lessee's expense, and Lessee shall reimburse County for said expense on demand. Also, at the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which Lessee has no control excepted, provided that such exculpatory provisions shall not extend to any risk which Lessee is required to insure against as provided herein.

12. **Capital Improvements:** Any and all improvements, including the Improvements specified in paragraph 5 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

a. Lessee agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the County and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the Improvements require a licensed contractor, Lessee shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director objects to all or any portion of the proposed plans, the Director, shall state the objections specifically, and Lessee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided. No improvement or alteration shall be made at the Dog Park or any portion thereof without the submission to and prior written approval of the plans by Director. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Lessee to be a waiver by the Director of Lessee's need to acquire building and construction permits including, but not limited to, required permits from the County, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the Director shall constitute an action of the County in its proprietary capacity only and shall in no way excuse Lessee from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Dog Park. Further, no approval by the Director shall limit the exercise of discretion in the review process by any County officer, board, or commission, or the County Board of Supervisors.

b. Upon issuance of a building permit from the County, Lessee shall deliver to Director the Final Construction Drawings approved by the County.

c. Upon completion of construction of the Improvements and issuance of a Notice of Completion from the County, Lessee shall deliver to Director the Final As-Built Plans approved by the County.

d. Director shall have the right to perform a final inspection of the Improvements and any future renovations or improvements. If the Director determines the Improvements are in

compliance with the aforementioned terms and conditions, the Director shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this Lease Agreement. Nothing herein shall be construed to be a waiver by the Director of Lessee's need to obtain final inspections and approvals from other required entities. Lessee shall protect that portion of the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any improvements constructed exclusively on behalf of the County of San Luis Obispo, and in excess of \$1,000, shall comply with current prevailing wage laws. Lessee shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary. In the event legal action is required to enforce performance, Lessee will pay to County its reasonable attorney's fees and costs as determined by the court.

13. **Management:** Lessee shall manage and enforce all rules and regulations imposed on the Dog Park in a reasonable manner in order to serve the best interests of the general public and the County.

Commented [JD4]: This means we can indeed adopt our own rules for conduct of people using the park as long as not inconsistent with laws recited in previous paragraph

14. **Maintenance:** Lessee, at Lessee's sole cost and expense, shall maintain and keep the Dog Park and every portion thereof in a good state of repair during the Lease Term and shall not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon. County shall have the right to enter and inspect the Dog Park at any reasonable time to protect the health, safety and welfare of individuals using the Dog Park. Lessee shall promptly repair or correct any problem identified in writing by the Director. Should Lessee fail or neglect to make such repairs as necessary to protect the health, safety or welfare of individuals using the Dog Park, and/or protect the financial value or worth of facilities and improvements at the Dog Park, Director may, after thirty (30) day written notice to Lessee, make said repairs and charge Lessee for same and Lessee shall reimburse County for said costs upon demand.

15. **Janitorial:** Lessee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Dog Park. Lessee shall provide dog waste disposal bags and waste receptacles. Lessee shall remove waste and refuse left behind by dogs, owners or responsible persons and will sweep, rake and clean of the Dog Park.

16. **Weed Abatement:** At least once per year, but as often as necessary, Lessee shall remove all weeds in and around the Dog Park.

17. **Signage:** Lessee, at its sole cost and expense, subject to prior written approval by Director, will post and maintain Dog Park Rules signage for public display in both English and Spanish at the entrance to the Dog Park. Lessee may place other signs as it deems necessary or is required by law. Signs shall conform to any and all sign ordinances of the County. County makes no representation with respect to Lessee's ability to obtain such approval.

18. **Law Enforcement Authority:** Law enforcement authority and animal control authority may enforce laws under their jurisdiction that apply to dog parks, which shall include the authority to remove and impound dangerous dogs, restrain and impound dogs biting individuals or other dogs for

rabies inspections, arrest individuals for violations occurring in the Dog Park, and all other aspects of their authority that may be exercised in the area of the Dog Park.

19. **Insurance:** Lessee shall obtain and maintain for the entire term of this Lease Agreement and Lessee shall not perform any work under this Lease Agreement until after Lessee has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Lessee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

Commented [JD5]: This is a paragraph that will need some discussion. We have a combination of self insurance, pooled insurance, and normal excess coverage through the SDRMA. I will recommend some changes to this to reflect the coverage we actually have, but this is a common situation to face and I expect the County to help us find mutually acceptable language

A. **Commercial Liability Insurance:** Lessee shall maintain in full force and effect for the period covered by this Lease Agreement, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessee's operations in the performance of this Lease Agreement, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. **Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq. of the California Labor Code, if Lessee has any employees, Lessee is required to be insured against liability for workers' compensation or to undertake self-insurance. Lessee agrees to comply with such provisions before commencing the performance of this Lease Agreement.

C. **Primary Coverage.** For any claims related to this Lease Agreement, Lessee's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

D. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

E. **Waiver of Subrogation.** Lessee hereby grants to County a waiver of any right to subrogation which any insurer of said Lessee may acquire against the County by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

F. **Additional Insureds to be Covered:** The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Lessee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

G. **Certification of Coverage:** Within fifteen (15) calendar days of the first day of the Commencement Date of this Lease Agreement, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease Agreement, and annually thereafter:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) A Workers' Compensation certificate of insurance must be provided.

(3) Upon written request by the County, the Lessee shall provide a copy of the complete insurance policy.

(4) Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease Agreement.

H. **Effect of Failure or Refusal:** If Lessee fails or refuses to procure or maintain the insurance required by this Lease Agreement, or fails or refuses to furnish County with the certifications required by *Subparagraph G.* above, County shall have the right, at its option, to forthwith terminate the Lease Agreement for cause.

20. **Indemnification:** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Lease Agreement and the remaining language shall be given full force and effect.

Commented [JD6]: I believe we should ask that the County agree to indemnify the District for all of the Counties activities as well

21. **Employees of Lessee:** All employees, agents, assignees, volunteers and sub-lessees of Lessee will be appropriately licensed when required by law. All such employees, agents, assignees, and

volunteers will be employees, agents, assignees, or volunteers of Lessee only and will not in any instance be, or be construed to be, employees, agents, assignees, or volunteers of the County.

22. Illegal Harassment Warranty: Lessee has a duty and obligation to fully train its employees and volunteers regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

23. Responsibility for Compliance: Lessee shall at all times observe and comply with, and shall cause all its employees, agents, assignees and volunteers to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this Lease and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County and said legislative enactment has any impact fiscal or otherwise on Lessee, and if Lessee does not make a timely objection to County during course of legislative process, Lessee will be deemed to have waived any right to object at a later time and waives all damages flowing therefrom. Lessee shall and does hereby assume responsibility for payment of any and all licenses applicable to Lessee's operation on the Premises.

24. Non-Discrimination: Lessee shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

25. Americans With Disabilities Act: Lessee shall be responsible for alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

26. Smoking: Lessee shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on County properties, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County of San Luis Obispo to conduct County business.

27. Utilities: Utility services may be extended from existing resources and all utility services shall be separately metered. Said separate meters and utility services shall be extended for Lessee's use and installed by Lessee at Lessee's sole cost and expense. Lessee shall pay during the term of this Lease Agreement and any extensions or renewals, all charges for utility services used on the Premises, which shall include but may not be limited to water, sewer, trash, electric, gas, internet and telephone.

28. Utility Conservation: Lessee will not waste electricity or water and agrees to cooperate fully with the County to ensure use of the most effective and economical use of utility services provided to the Premises.

29. Public Records: Any and all written information submitted to and/or obtained by County from Lessee or any other person or entity having to do with or related to this Lease Agreement and/or the Premises, either pursuant to this Lease Agreement or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government

Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Lessee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Lessee, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify

30. **Lessee's Personal Property:** Title to all personal property, moveable furniture, and movable equipment provided by Lessee will remain in Lessee. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 7 above. Upon the removal of personal property by Lessee, whether such removal is upon termination of this Lease Agreement or at any time prior thereto, Lessee will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Lessee. If Lessee elects to attach personal property to the Premises that Lessee does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

31. **Equipment and Fixtures:** County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of Lessee.

32. **County's Personal Property:** County shall retain title to all County's personal property at the Premises and Lessee will maintain said personal property during the term of this Lease Agreement. Any improvements hereafter added by County, at County's expense, will remain the personal property of County.

33. **Title:** Lessee hereby acknowledges that fee title to the Premises is vested in the County and hereby covenants and agrees never to challenge, contest or resist said title. Lessee may not acquire any right to the Premises by adverse possession or otherwise.

34. **Taxes:** As a qualified local government agency, the County Assessor's Office has determined that Lessee shall not be liable for possessory interest taxes or personal property taxes.

35. **Notices:** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To Lessee at: Los Osos Community Services District
 Attn:
 2122 9th Street
 Los Osos, AC 93402

To the County at: County of San Luis Obispo
 Attn: Phil D'Acri, Real Property Manager
 Central Services Department
 1087 Santa Rosa Street
 San Luis Obispo, CA 93408

 County of San Luis Obispo
 Attn: Nick Franco, Parks Director
 1144 Monterey Street
 San Luis Obispo, CA 93401

The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

36. **Termination and Breach:** If any of the following occur, the Director shall have the right to terminate this Lease Agreement effective immediately for cause upon giving written notice to Lessee:

- a. Lessee fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this Lease Agreement; or
- b. Lessee fails to fulfill in a timely and professional manner its legal and contractual obligations under this Lease Agreement.

At the discretion of the Director, Lessee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises. The exercise of the remedies provided for in this section shall be cumulative and in no way affect or replace other remedies available to the County.

37. **Waiver of Claim:** Lessee hereby unconditionally waives any claim against the County, its officers, agents or employees for damage or loss caused by any suit during the term of this Lease Agreement or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this Lease Agreement, or any part thereof, shall be the sole responsibility and liability of Lessee.

38. **Limitation of Actions:** Lessee shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this Lease Agreement. This will apply regardless of any information exchanged or representations made by County staff or others during negotiations, prior to execution, or after execution. No representation by County staff shall be binding unless said provision is in writing and signed by the Board of Supervisors prior to the effective date.

39. **Eminent Domain:** If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of Lessee, provided, however, that County shall be entitled to receive any award for the taking of or damage to County equipment, fixtures, or any improvements made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of the Lease.

In the event that there shall be partial taking of the Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of Lessee, provided, however, that County shall be entitled to receive any award made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease and, in the event that this Lease is continued as to that portion of that Premises not condemned, any award made for alterations, modifications or repairs which may be reasonably required in order to place the remaining portion of the Premises not taken in a suitable condition shall belong to County.

40. **Destruction of Premises:** Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this Lease in accordance with the rights and privileges granted herein, this Lease shall immediately be terminated and the County shall be under no obligation to Lessee by reason of said matter or condition. Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

41. **Hazardous Waste:** Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively Hazardous Materials). SLORTA shall, except in the event of County's sole negligence, indemnify, defend, protect and hold County, each of County's offices, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or

expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Lessee's failure to comply with any Hazardous Materials law. Lessee's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessee and County and shall survive the expiration or earlier termination of the term of this Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

42. **Storm Water Management**: Lessee shall adhere to the requirements of the permit issued to the County of San Luis Obispo by the Regional Water Quality Control Board (RWQCB) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the permit, and Lessee shall adhere to Best Management Practices (BMPs) or to future BMPs required by the RWQCB. Lessee shall allow County to inspect the Premises to verify compliance with BMPs and will cooperate with County to fulfill the reporting requirements of the RWQCB.

43. **Severability**: The invalidity of any provision of this Lease Agreement shall not affect the validity, enforceability of any other provisions of this Lease Agreement.

44. **Law**: This Lease Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California.

45. **Venue**: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease Agreement.

46. **Authority to Lease**: Any individual executing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease Agreement on behalf of the Lessee, and that this Lease Agreement is binding upon Lessee in accordance with its terms.

47. **Waiver of Lease Terms**: No waiver by either party at any time of any of the terms, conditions or covenants of this Lease shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of County to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to Lessee shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of

County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this Lease shall be deemed cumulative.

48. **Assignment of Lease:** Lessee will not assign, transfer, or delegate this Lease or any interest therein without the prior written consent of Director and any such assignment, transfer, or delegation without the Director's written approval will be considered null and void.

County may at its option, sell, assign, transfer to or delegate the Premises to another governmental agency provided that such sale, assignment, transfer, or delegation will not terminate this Lease Agreement.

49. **Entire Agreement and Modifications:** This Lease Agreement, (its recitals which the parties agree are true and correct), and the attached Exhibits herein made a part of this Agreement by reference, embodies the whole Lease Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Lease must be in writing and executed by both Lessee and County.

//////////NOTHING FURTHER EXCEPT SIGNATURES AND EXHIBITS//////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2017.

COUNTY OF SAN LUIS OBISPO

LOS OSOS COMMUNITY SERVICES DISTRICT

By:

By: _____

Chairperson of the Board of Supervisors

Date: _____

APPROVED BY THE BOARD OF SUPERVISORS

This _____ day of _____, 2017

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:

Deputy County Counsel

Date:

EXHIBIT "A"

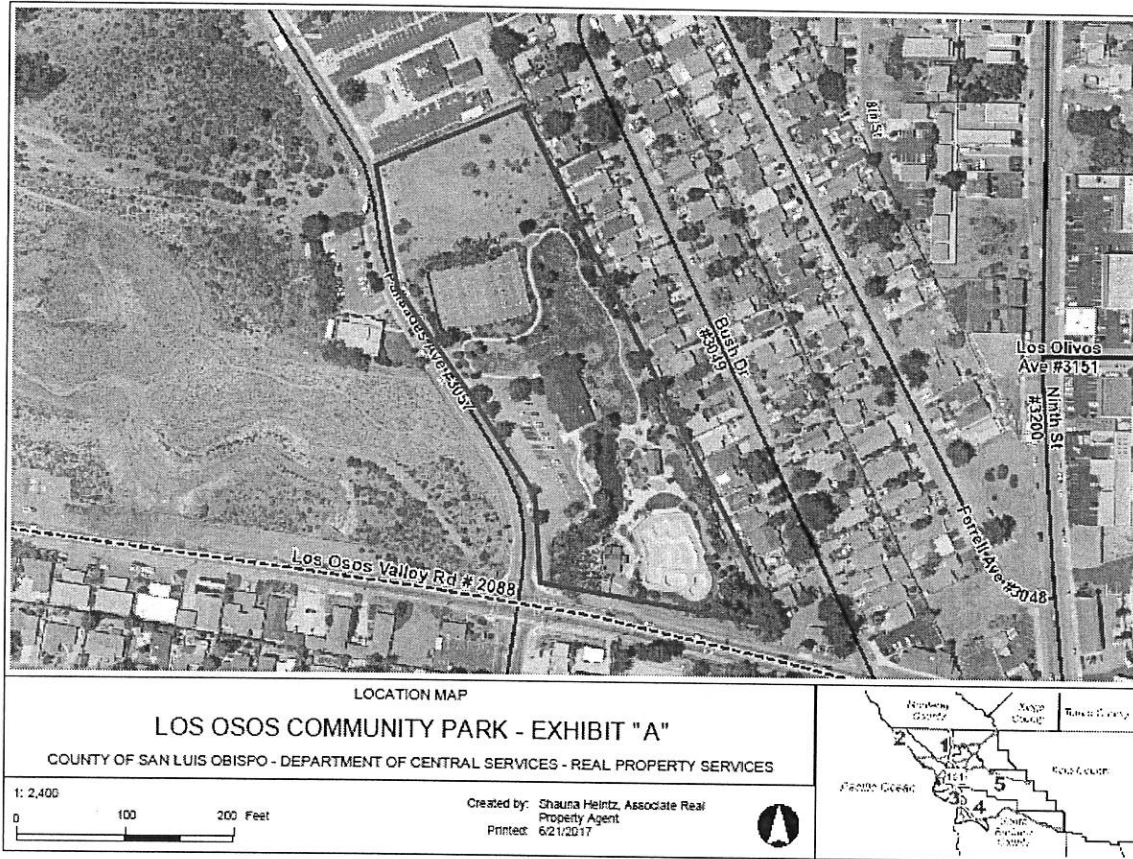


EXHIBIT "B"

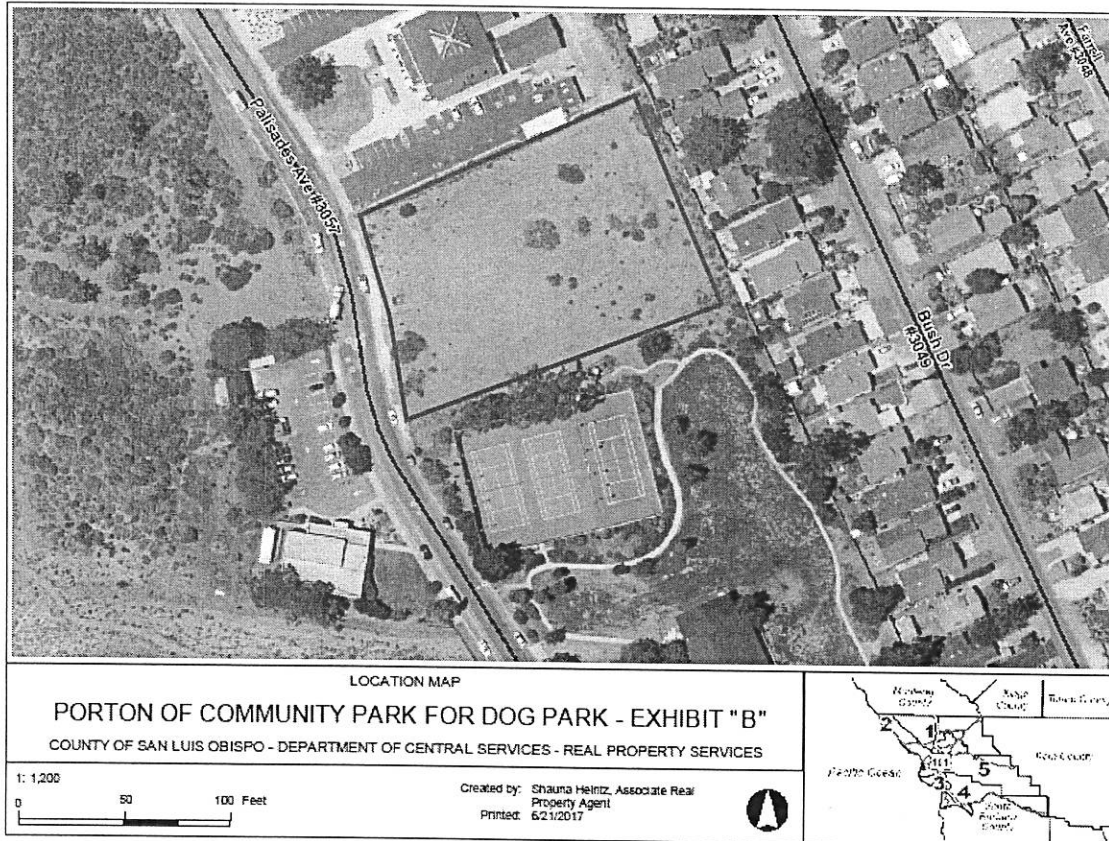


EXHIBIT "C"
DOG PARK RULES

Please follow the rules to allow everyone to enjoy the Dog Park.

- Users are responsible for reading the Dog Park Rules before entering the premises
- The Dog Park is open 7 days a week, from 7:30 a.m. to sunset
- Users assume all liability and risk related to use
- Users are responsible for their dog's behavior
- No aggressive dogs
- No dogs in heat
- Male dogs over 6 months must be neutered
- Dogs may not be left unattended
- Dogs must be licensed and vaccinated
- Clean up after your dog
- Small children must be attended at all times
- All county ordinances apply – No smoking in SLO County Parks
- LOCSD and/or County reserves the right to request any user of the Dog Park to leave the Park immediately at staff's discretion.

LAW ENFORCEMENT/CONTACT INFORMATION

Law Enforcement:

Los Osos Community Services District:

County of San Luis Obispo:

ITEM 4

REVIEW OF PARKS & RECREATION COMMITTEE MEMBERS' BEST PRACTICES SURVEY AND COMMENTS

July 25, 2017

Dear Parks & Recreation Committee Members:

In addition to the 26-page survey data summary that was sent to you July 12, and the cover memo that summarized the “top ten” ratings of dog park features, I have identified here a list of seven potential additions to that list. If the Committee agrees to any or all of these additions, it will likely have the effect of making a larger and more detailed RFP for choosing a 501C3 organization to execute the Dog Park plan. There are potential positives as well as shortcomings to this step. It should be noted that the average ratings among this group are only slightly different from the July 12 list.

Question #	Average Rating
10	2.2
19	2.3
26	2.1
27	2.2
29	2.3
35	2.2
42	2.2

Regards,



Lou Tornatzky, PhD
ltornatzky@losososcscsd.org , 805-534-9196

July 12, 2017

Dear Parks & Recreation Committee Members:

I have enclosed a 26-page data summary which has consolidated all of your numerical rating scores for the 47-item questionnaire of the Parks and Recreation "homework" assignment. In addition, I have aggregated the received Comments (without attribution) for each question.

In terms of the rating scores, the following are the "top ten" rating scores organized by item. Remember, the lower the number the more positive the aggregate rating score. A "one" is in effect a perfect score across the six raters.

Question #	Average Rating
1	1.7
2	1.8
5	1.2
6	1.9
11	1.9
21	1.5
24	1.7
45	2.0
46	2.0
47	1.9

Between now and our meeting in August, I encourage you to dig into the whole array of scores (see the enclosure) as these items will be used to shape our further planning and action in the dog park effort. I will be sending additional messages as our August agenda firms up (suggestions welcome).

Regards,



Lou Tornatzky, PhD

ltornatzky@losososcsd.org , 805-534-9196

**PARKS & RECREATION SURVEY HOMEWORK
PRELIMINARY RESULTS – July 12, 2017**

DRAFT

COMMENTS: ALL RESPONDENTS DID NOT MAKE A WRITTEN COMMENT ON EACH ITEM. THE FOLLOWING WILL ONLY CITE THOSE THAT DID. EACH OF THE “QUESTIONS” WILL NONETHELESS BE REPEATED TO PROVIDE CONTEXT FOR THE COMMENTS.

DESIRABILITY RATINGS: ALL RESPONDENTS WERE ASKED TO “RATE” 47 IDEAS ABOUT HOW THE LOCSO SHOULD PROCEED WITH IMPLEMENTING A DOG PARK IN LOS OSOS. THERE WERE SIX RATING OPTIONS FOR EACH IDEA: Essential; Important; Useful; Marginal; Unimportant; and Useless. THESE RESPONSE OPTIONS IN TURN WERE ASSIGNED NUMERICAL VALUES, WHICH WERE USED TO COMPUTE AGGREGATE RESPONSES ACROSS RESPONDENTS. (Essential =1; Important =2; Useful = 3; Marginal = 4; Unimportant = 5; and Useless = 6). FIVE MEMBERS OF THE PARKS AND RECREATION ADVISORY COMMITTEE, PLUS THE CHAIRPERSON, WERE TASKED TO RESPOND TO EACH OF THE 47 IDEAS. MEAN SCORES, ACROSS THE SIX RESPONDENTS, FOR EACH OF THE 47 QUESTIONS ARE PRESENTED BELOW.

*

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1. Identifying a 501C3 organization to plan and operate the dog park; how valuable is doing this?

Comments made in response to item #1:

**We need to find a good group with dedicated members who won't abandon or sabotage when they aren't interested, mad or who knows. A good mix of people – past, present and future represented.*

**Essential to making this last into the future.*

**Creating an organization or partnering with an existing group would be great so that community members can join and have an outlet to feel connected to the project and for ownership purposes.*

**This would allow an organized volunteer group to manage.*

**Other types of organizations might work; 501C3 not exclusive.*

**This would allow an organized volunteer group to manage.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 1.7** was realized. This suggests that their responses were in the “essential”/”important” category, and that this idea should be seriously considered for implementation in a Los Osos dog park.

* * *

2. Engaging community and volunteer groups in planning the park; how valuable is doing this?

Comments made in response to item #2:

**Almost all articles indicate that engaging the community is critically important for a successful dog park.*

**Mobilizing a group of interested and effective community members is essential.*

**Key factor.*

**Comments? Controlled participation with providing ideas for comments, but not a free-for-all without any guidance.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 1.8** was realized. This suggests that their responses were in the “essential”/”important” category, and that this idea should be seriously considered for implementation in a Los Osos dog park.

* * *

3. Locating a dog park away from schools or playgrounds; how valuable is doing this?

Comments made in response to item #3:

**I think people dedicated to a community can help with observing and steering bad crowd away from parks. I think having kids, students around helps dog owners obey rules – leash, poop pickup.*

**Most articles indicate that this is very important.*

**As a parent, I commonly observe dog owners with dogs off leash in areas where children are freely playing. This makes me uneasy to have off leash dogs and kids together.*

**Depends on setting*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.9** was realized. This suggests that their responses were in the “useful”/“marginal” category, which is a much more negative group rating. There were no “essential” ratings.

* * *

4. Having a dog park with a minimum size of 1 / 2 acre; how valuable is doing this?

Comments made in response to item #4:

**A good start. Can go bigger later with success and proof that it's working and runs well.*

**Most articles indicate that this is an essential minimum.*

**With a large and small dog area!*

**Even larger might be better yet!*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 2.3** was realized. This indicates that most responses were in the “essential”/“important” band, and that this idea should be seriously considered for implementation in a Los Osos dog park. One “4” rating somewhat dampened the overall score.

* * *

5. Escape-proof fences at least 5 feet high; how valuable is doing this?

Comments made in response to item #5:

**Most articles indicate “small dogs fences at 5 feet and large dogs fences at 8 feet”*

**Especially with the current proposed location directly adjacent to the community park*

**Helps with control.*

**Escapes are not good.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 1.2 was realized.** This indicates that most responses were in the “essential”/”important” band, and that this idea should be seriously considered for implementation in a Los Osos dog park. In fact, this score was the most positive across all 47 questionnaire items, with four “1” ratings and one “2.”

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6. Having different sections (big dog space/small dog space) of the park that are visually separated from each other; how valuable is doing this?

Comments made in response to item #6:

**Again, a good start then go forward with changes as needs become evident. I don't know really.*

Most articles indicate that it is **ESSENTIAL to avoiding large dogs from attacking small dogs.*

**I can see that an owner with a small dog may be more inclined to use the park with this feature included.*

**Absolutely essential, should not be considered otherwise.*

**A key feature.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 1.9 was realized.** This indicates that most responses were in the “essential”/”important” band, and that this idea should be seriously considered for implementation in a Los Osos dog park. The score was affected by one 3.5 rating and another 3, which were very different from the other inputs.

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7. Several entrances to the park that are wide and roomy for both dogs and people; how valuable is doing this?

Comments made in response to item #7:

**ADA compliance*

**This feature could help with congestion and multiple exists/entrances would be helpful if there is "friction" between dogs/owners.*

**Some dogs freak out when other dogs enter the park, but are otherwise good dogs.*

**If feasible, do it.*

**All we need is one entrance.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 2.6 was realized**. This indicates that a majority of responses were in the "essential"/"important" band, and that this idea might be considered for implementation in a Los Osos dog park. The average score was affected by one 5 rating, which were very different from the other inputs.

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8. Drinking fountains for both dogs and people: how valuable is doing this?

Comments made in response to item #8:

**Nice but people should still be responsible and bring their own, in case.*

**There are alternatives but sanitation is a factor.*

**If the cost is too prohibitive, the value in this feature would become unimportant to me.*

**Fountains or hose bibs with dishes, some way for dogs to drink. Fountains for people are unimportant to me.*

**Essential for dogs; people are less so.*

**A hose and water dishes should be sufficient. People can bring their own water.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.0 was realized**. This indicates that a majority of responses were outside the “essential”/ “important” band, and that this idea should barely be considered for implementation in a Los Osos dog park. The average score was enhanced by a single 1.0 rating, which was an outlier among the 3s (“useful”) and one 5.

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*

9. An operating policy of expecting owners to bring water supplies to the park for their dog; how valuable is doing this?

Comments made in response to item #9:

**Water dishes get yucky; who will clean regularly?*

**Good for the short-term but not viable for the long-term.*

**If cost too prohibitive, the value in this would become unimportant.*

**Unless we are planning to have the “policy police” in attendance, then this is useless.*

**Having on-site water a better solution, but having owners bring water is OK to good if no on-site water.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 4.0 was realized**. This indicates that a majority of responses were outside the “essential”/“important” band, and

that this idea should barely be considered for implementation in a Los Osos dog park. The average score was impacted by a single 6 (“useless”) rating, which was an outlier among the four 3s (“useful”).

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10. Having tables, chairs, and benches for pet owners and their families; how valuable is doing this?

Comments made in response to item #10:

**Not essential in the short-term but essential eventually.*

**If this were meant to be a more community-oriented gathering place, then this would be nice.*

**Accommodates all types this way.*

**Not essential, but more than merely useful.*

**Tables are not necessary.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 2.2 was realized**. This indicates that a majority of responses were inside the “essential”/“useful” band, and that this idea should be considered for implementation in a Los Osos dog park. The average score was impacted by a single 4.0 rating, which was an outlier among the other 1-3 ratings.

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11. Accessible surface areas for wheelchairs and strollers; how valuable is doing this?

Comments made in response to item #11:

**ADA compliance always dictates*

**ADA compliance may make this a non-issue.*

* Accessible path of travel is the law.

Composite Rating Score for this Questionnaire Item

Across the 5 questionnaire respondents a **mean rating score of 1.9 was realized**. This indicates that a majority of responses were inside the “essential”/”useful” band, and that this idea should be considered for implementation in a Los Osos dog park. The average score was impacted by a single 3.5 rating.

* * *

12. Implementing a mandatory user control system (passes, card swipes, pay stations) to monitor access to the park; how valuable is doing this?

Comments made in response to item #12:

**Don't think it will work in Los Osos. Everyone thinks they own/ in charge of/can do what they want here.*

**Needless expense – easy to circumvent.*

**This seems too cumbersome and costly for our small community.*

**Unimportant and adds costs to the project.*

**If feasible, this is a very useful feature.*

**How would you monitor it without hiring personnel. Lets keep simple.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 4.8 was realized**. This indicates that a majority of responses were inside the “marginal”/”useless” band, and that this idea should **not** be considered for implementation in a Los Osos dog park, unless the critical comments (above) are addressed and fixed .

* * *

13. Having sanitation facilities for people adjacent to the dog park; how valuable is doing this?

Comments made in response to item #13:

**Super important to have within a short distance*

**Nice to have eventually but not essential in the short-term*

**The community park facilities are near enough to use.*

**Nice to have, but will add cost to the project, perhaps phased in?*

**Too costly*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.4 was realized**. This indicates that a majority of responses were inside the “useful/important” band, and that this idea might be considered for implementation in a Los Osos dog park. Two “unimportant” ratings should be examined as well. Comments were lukewarm.

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14. Having exercise equipment for dogs; how valuable is doing this?

Comments made in response to item #14:

** Nice to have, but users will bring their own if not provided.*

**Useful and varied exercise stuff is a big plus.*

**A good supply of sticks should be sufficient.*

Composite Rating Score for this Questionnaire Item

Across the questionnaire respondents a **mean rating score of 3.6 was realized**. A majority of responses were inside the “useful/important” band, with one “useless” rating one “marginal” one as well. The comments above were sparse and not brimming with enthusiasm, and there were no “essential” ratings.

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15. Having park lighting to extend the hours of use; how valuable is doing this?

Comments made in response to item #15:

** Safety first.*

** Needless expense. Few, if any, people will use a dog park for its intended purpose after dark*

**In the wintertime when it is dark early, this would be a useful feature for people to go to the park after work.*

**Nice, but adds cost to the project, phased in?*

** This is not essential, and depending upon community feelings and desires, can be a plus or a minus.*

**Again keep it simple. Maybe have the lights stay off when not occupied or in use.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.4 was realized**. Three responses were inside the “useful/important” band, with two others with “marginal/useless” ratings. In effect, the ratings were all over (except none in “essential”), as were the comments (above).

*

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16. Having park surfacing that goes beyond grass and/or dirt (such as asphalt, concrete, crushed rock, decomposed granite, etc.); how valuable is doing this?

Comments made in response to item #16:

** ADA compliance*

** I am a fan of wood chips; grass is hard to maintain, rock are terrible and dirt is dirty.*

** Local rules may get in the way of this, but if OK to do, should be a feature.*

** Paving and striping would be going overboard.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.3 was realized**. Four of ratings were in the “essential” to “useful” positive band, with one outlier bestowing a “useless” rating and another in the “unimportant” band. This question probably needs further more detailed discussion, particularly looking at the paucity of comments about surfacing options.

*

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*

17. Having professional design assistance, such as a dog park consultant or a Landscape Architecture firm – help in planning the dog park; how valuable is doing this?

Comments made in response to item #17:

- * I would hope 503 group can research, assist professionals*
- * I think we're smart enough to do it without the expense of a professional dog park consultant or landscape architecture firm.*
- * Seems this may be out of our budget scope.*
- * Only on a pro bono basis, not necessary as we are not inventing the wheel.*
- * If local, free/cheap talent available – yes.*
- * Only if we can carry the cost, or maybe if it's a 501c3 providing for a tax deduction.*

Composite Rating Score for this Questionnaire Item

Across the questionnaire respondents a **mean rating score of 3.9 was realized** with most of the ratings again drawn from the negative end of the scale (“marginal” to “unimportant”). In addition, the comments reflect a disinclination to spend a lot of money for consulting services.

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18. Having shade shelters or gazebos in the park; how valuable is doing this?

Comments made in response to item #18:

- * *Shade is nice; trees are nice too.*
- * *Short-term unnecessary; long-term desirable.*
- * *In Modesto – yes; in Los Osos – no.*
- * *Not necessary in Los Osos.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.3 was realized**. Two responses were inside the “useful/important” band, with three others with “marginal”/“unimportant” ratings. The comments above seem to argue that shade and gazebos are not appropriate for Los Osos.

* * *

19. Having signage to inform park users about rules, facilities, hours and other practices; how valuable is doing this?

Comments made in response to item #19:

- * *Education is godly.*
- * *People need to know the rules.*
- * *As long as it is succinct and positive based versus a lot of “no ’s.”*
- * *Helpful to guide behavior of owners.*
- * *But not too many.*

Composite Rating Score for this Questionnaire Item

Across the questionnaire respondents a **mean rating score of 2.3 was realized**. All five of the ratings were from the “essential,” “important” and “useful” questionnaire options, and the open-ended comments (above) were uniformly positive.

* * *

20. Writing a “clear mission statement” that details the need and purpose of the park, stressing the benefits to dog owners, their canine companions and the greater community; how valuable is doing this?

Comments made in response to item #20:

- * *If short and to the point language can be drafted, this can help.*
- * *Tweak an existing mission statement from an existing dog park, don't spend too much time and resources on this.*
- * *Goes along with 19.*
- * *Most articles indicate that this is essential.*
- * *Stick to the plan.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.0 was realized.** Respondents tended to pick the more positive response options, and their open-ended comments (above) seemed to endorse a short, sweet and convincing mission statement. There was one “unimportant.”

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21. Creating a budget prospectus, which will include costs of designing and building the dog park, and estimated costs of operating the park going forward; how valuable is doing this?

Comments made in response to item #21:

- * *Simply essential for sane planning and operation!*
- * *From my previous work on community-centered projects, this feature is essential to help citizens refrain from “expecting the world” and to keep their expectations reasonable.*
- * *This can get complicated but if done well can also be very helpful. The “build” period will have different schedules and cost issues than later on.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 1.5 was realized**, which was among the more positive ratings among the 47 questions. Only two response options were used by raters, with all attesting that creating a budget prospectus is either “essential” or “important.”

*

*

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22. A successful dog park needs a planning process that involves gathering data from a range of residents and an array of data analysis approaches; how valuable is doing this?

Comments made in response to item #22:

- * *I think we already have this.*
- * *Simply makes sense. To not do this seems silly.*
- * *Enough data, implementation already.*

Composite Rating Score for this Questionnaire Item

Questionnaire respondents were a bit less positive about planning processes than they were about budgeting processes as in question #21. While generally supportive their ratings ranged in the “useful”/ “marginal” band with a **mean of 3.2**.

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23. Routes to dog parks need to be accessible, safe and short; how valuable is doing this?

Comments made in response to item #23:

- * *If the dog park is safe, the route to it should be the least concern.*
- * *As opposed to the route to the Del Mar Dog Park.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.8 was realized** about the viability of putting a lot of effort into planning and implementing routes that people might take to a dog park. There was one “useless” and one “unimportant” in the mix of responses, in which “useful” was about as good as it got. The planning process needs to decide about dropping this.

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24. A key element of a viable dog park is an off-leash area where dogs and their human families can spend quality time together; how valuable is doing this?

Comments made in response to item #24:

- * *This is a key element for dogs and owners.*
- * *This seems to me to be the most important function of a dog park.*
- * *Off-leash is the essence of a “dog park.” Otherwise everything else is a “dog park.”*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 1.7 was realized** about the off-leash issue. Four of the five respondents thought this was either “essential” or “important,” with the remaining respondent seeing it as a “useful” discussion. This item had one of the higher importance ratings among the 47 questions.

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25. Enlisting the community dog care industry (veterinarians, groomers, dog walkers and others) may be an effective approach to gaining political and fiscal support for a dog park; how valuable is doing this?

Comments made in response to item #25:

- * *This needs to be a COMMUNITY endorsed activity – not a “vested interest driven” activity.*

* *Useful; may be difficult to pull together.*

Composite Rating Score for this Questionnaire Item

Across the questionnaire respondents a **mean rating score of 3.2 was realized** about the local dog care industry and its potential role in supporting a dog park. Respondents were consistent in seeing the industry as a modestly useful ally, and not much more.

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26. Enforceable health and safety rules (e.g. American Kennel Club) for operation of the park should be adopted by a standing committee from the community; how valuable is doing this?

Comments made in response to item #26:

* *Can be a make or break feature of the park.*

* *I would be curious about what these health and safety rules are before I agree they would be useful.*

* *Health and safety MUST be incorporated.*

Composite Rating Score for this Questionnaire Item

The 6 questionnaire responses regarding healthy and safety rules for the future park were generally positive about supporting their adoption and implementation. The **mean rating score was 2.1** and was supported in kind with mostly positive open-ended comments from the committee members.

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27. Dog parks can have many rules and regulation, and these should be posted on a permanent sign at the entrance to the park; how valuable is doing this?

Comments made in response to item #27:

* *People NEED to know the rules.*

* *Would be curious about what those rules and regulations are.*

- * *Can help if short and to the point.*
- * *Should not be “ many” rules and regulations.*

Composite Rating Score for this Questionnaire Item

Questionnaire responses to the notion of posted rules and regulations were positive, with some comments about the need for specificity. The **mean rating score was 2.2** that was in effect a composite of “essential,” “important” and “useful.” One “unimportant” rating shifted the mean scores.

* * *

28. High-low water fountains can avoid spreading disease among animals and enable people to have to drinking water via the “high” outlet; how valuable is doing this?

Comments made in response to item #28:

- * *Must be useful and understandable.*
- * *Asked and answered above.*
- * *If included this seems like a great idea.*
- * *It’s a cost-benefit matter, nice but not essential.*

Composite Rating Score for this Questionnaire Item

Across the 6 questionnaire respondents a **mean rating score of 3.3 was realized** about the prospect of high-low water fountains to serve dogs and people. Respondents were generally around the “useful” level of acceptance on their questionnaires, but expressing some need for clarity in their open-ended comments.

* * *

29. Dog parks can reap large benefits by building a large cadre of unpaid volunteers who can rake leaves, repair fencing install equipment, and so on; how valuable is doing this?

Comments made in response to item #29:

** The trick is finding the volunteers. OF COURSE you can reap large benefits by building a large cadre of unpaid volunteers.*

** This can be a make or break feature for a park that has a long productive life.*

Composite Rating Score for this Questionnaire Item

Among the respondents the **mean rating score was 2.3** which reflected positive reactions about enlisting unpaid volunteers for the dog park which ranged from “essential” to “useful.” Open-ended comments expressed some concern about how to find and retain unpaid volunteers over time.

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30. While using different sections of the park for large and small dogs respectively, it is also important to prevent visual engagement by inserting closely spaced fence slats between parks sections; how valuable is doing this?

Comments made in response to item #30:

** Separation of big and small dogs is an important issue; this can help.*

** Experience at existing dog parks indicates that this is important.*

Composite Rating Score for this Questionnaire Item

Among the respondents the **mean rating score was 3.2, which** seemed to reflect two different perspectives: those who thought it was “important” and those who thought it was a “marginal” issue. Given the potential for conflict between different groups of dogs, and people, there probably needs to be a larger discussion.

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31. Dog parks should have multiple entrances including large gates for equipment entry and smaller entrances for dogs and people; how valuable is doing this?

Comments made in response to item #31:

** Other dog parks think this is important.*

** Yes, for dumping of bark, materials, etc.*

Composite Rating Score for this Questionnaire Item

Questionnaire respondents seemed to be supportive of a creative approach to gates and other entrances, with a **mean rating score of 2.8** and only one respondent labeling it as an “unimportant” issue. This is likely to be a focus of future discussion.

* * *

32. Dog parks should provide exercise equipment that can enable joint use for dogs and their human families; how valuable is doing this?

Comments made in response to item #32:

- * *This can be useful, but also pricey and complicated.*
- * *Asked and answered.*
- * *Humans can find their own exercise areas; a dog park is for dogs.*

Composite Rating Score for this Questionnaire Item

The prospect of exercise equipment with the potential of joint human-dog use yielded a wide variance of opinions (and a **mean score of 4.2**). There were two respondents who thought it had “marginal” value, one who thought it was “useless” and two more who saw it as “useful.” Future discussion will be interesting.

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33. Because dog urine is corrosive, construction materials for a park should preferably incorporate aluminum, stainless steel or HDPE plastic as opposed to plain steel, lumber or PVC pipe; how valuable is doing this?

Comments made in response to item #33:

- * *We should learn from the experience of our predecessors.*
- * *Grass seems like the best surface for cost and use.*
- * *Urine-based rules and practices can't be beat.*

Composite Rating Score for this Questionnaire Item

Rating responses were all over the place including 2 “essential” votes, 1 “unimportant” and others in between. The **mean score was 2.3**. Since the substantive guts of this item is focused on the characteristics of different materials, it will likely need some digging into material science and other areas.

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34. Encouraging dog owners to interact more with each other can be enhanced by organizing park benches and chairs into a U or L format; how valuable is doing this?

Comments made in response to item #34:

- * *Dog parks where there is a lot of positive interaction last longer, do better. This helps.*
- * *If folks want to socialize they will, let's not force them.*
- * *Building community is always a great idea, in my opinion.*
- * *Focus on dogs – not dog owner interaction.*

Composite Rating Score for this Questionnaire Item

Among the respondents the **mean rating score was 2.9** which reflected both positive reactions about dog owners schmoozing together (“essential”) to “unimportant.” Open-ended comments focused on dog owners’ social interaction as both a positive and a negative activity. Discussion needed, including the positives or negatives of U or L chair arrangements.

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35. Pickup stations for trash and dog waste should be located outside the perimeter fence, be supplied with biodegradable bags and use signage to guide families regarding use; how valuable is doing this?

Comments made in response to item #35:

- * *Pickup of dog feces is a major problem. Do whatever maximizes it!*
- * *Located inside or both inside and outside. Signs pretty much don't matter so let's not overdo it.*
- * *Managing poop and trash are key elements of a successful dog park.*

Composite Rating Score for this Questionnaire Item

The **mean score of 2.2** suggested that respondents were pretty positive about tending to the issue of dog poop and trash, particularly when one “marginal” score is factored in. There were two “essential” scores, an “important” and a “useful” to balance this out.

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36. Timed lighting can be used to extend the hours of park usage but should not spill into adjacent neighborhoods; how valuable is doing this?

Comments made in response to item #36:

* *Exclude lighting altogether*

* *Asked and answered*

* *Can be complicated, but can sometimes be a key to long-term park survival.*

Composite Rating Score for this Questionnaire Item

The **mean score of 2.3** indicated a generally positive attitude toward timed lighting technology. All responses were in the positive side of the rating score, “essential” to “useful.” Will likely need focused discussion on particular lighting options.

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37. Ann Arbor, MI used “data-driven” planning that involved a 15-item questionnaire filled out by “over 1500 individuals” in their city that provided useful data that was supplemented by three smaller open meetings; how valuable is doing this?

Comments made in response to item #37:

* *Hard to replicate what a sophisticated town like Ann Arbor can pull off.*

* *We already know that folks are interested in this, lets actually spend our resources (including time) on action items, not meetings and surveys. Let's actually make a decision and move forward.*

* *I think community involvement is essential, however our community is much smaller, so a program on a smaller scale would suffice.*

* *Motivated people will come forward.*

Composite Rating Score for this Questionnaire Item

The ratings (**mean score of 3.9**) strongly suggest that this proposal for expansive data-driven planning should be dropped. It attracted 5 “marginal” votes as well as several critical comments (see above).

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38. Ann Arbor surveyed 14 cities and two national associations about how each dealt with 11 dog park issues (e.g., size, parking, surfacing, fees, fencing) that every park has to address, and included those data in their very large report; how valuable is doing this?

Comments made in response to item #38:

** We do not have have the resources of Ann Arbor. This is a non-question.*

** This sounds complicated, but it really is useful and fairly easy to get info from successful parks.*

Composite Rating Score for this Questionnaire Item

The ratings for this Ann Arbor practice were also quite negative with a **mean score of 4.2**. One potential shortcoming of the ratings is that reviewing a small number of city reports might be doable and helpful. Need discussion.

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39. Ann Arbor policies/practices include building into every dog park a “buffer” from adjacent residential areas via vegetation and/or berms; how valuable is doing this?

Comments made in response to item #39:

** Lush plants grow in Ann Arbor; probably can't generalize to Los Osos.*

** Great idea, if you have the space, time and \$\$ and are worried about your neighbors for a particular reason.*

** We should make sure we are not NIMBY.*

Composite Rating Score for this Questionnaire Item

The ratings for this Ann Arbor practice were also fairly negative with a **mean score of 3.3**. It is true that a setting like Ann Arbor has lots of rain and lots of trees, which is unlike our town.

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40. Ann Arbor advocates building walking trails around the perimeter of its dog parks so that owners can view their dog's activities inside; how valuable is doing this?

Comments made in response to item #40:

* *Dog owners should be INSIDE the dog park at all times.*

* *I would assume owners would be in the park, too.*

* *Owners should be on the inside, not the outside. Do we need a trail in order to walk the perimeter – I think not.*

Composite Rating Score for this Questionnaire Item

These additional ratings for Ann Arbor practices were negative with a **mean score of 4.4**. Comments pointed out the inside vs. outside issue; probably should be dropped.

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41. In Ann Arbor, dog parks are open from dawn to dusk, thus obviating the need for ancillary lighting, a policy that has been popular with residential neighbors; how valuable is doing this?

Comments made in response to item #41:

* *Daylight hours only*

* *I like the idea of including lighting so working residents could use the park in the winter after work.*

* *Asked and answered; see above*

* *I would replicate this policy in Los Osos. Our parks shouldn't stay open after dusk.*

* *Who will monitor & kick off those after dusk.*

Composite Rating Score for this Questionnaire Item

These additional ratings for Ann Arbor practices were more positive with a **mean score of 2.6**, as were comments that endorsed the Ann Arbor practice of closing at dusk and thus obviating the use of lighting. This is likely to be a spirited discussion.

* * *

42. Adjacent to many dog parks are bulletin boards and kiosks, which post meetings, workdays and coming events; how valuable is doing this?

Comments made in response to item #42:

- * *Useful but not essential*
- * *Related activities are a good way to keep park users plugged into the park, and how activities can be enhanced. An easy "best practice."*

Composite Rating Score for this Questionnaire Item

The ratings, with a **mean score of 2.2**, were also reasonably positive as were comments. The amount of labor and investment necessary for bulletin boards and kiosks seems modest; discussion needed.

* * *

43. Increased staff monitoring of dog parks during heavy use hours is recommended; how valuable is doing this?

Comments made in response to item #43:

- * *Matching staff intensity with user volume is a wise thing to do.*
- * *We don't have staff and we need to let people self-regulate.*
- * *Volunteers staff*
- * *A marginal expense of paid or volunteer personnel.*
- * *Too expensive to staff.*

Composite Rating Score for this Questionnaire Item

The ratings, with a **mean score of 3.8**, were not very positive, and as can be seen above, the comments were likewise not enthusiastic. Some focused discussion could clarify.

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44. Writing a clear mission statement detailing the need and purpose of the of the park, its benefits for dog owners, their dogs, and the larger community helps the process of implementing a dog park; how valuable is doing this?

Comments made in response to item #44:

* *People need to know the limits/rules.*

* *Asked and answered above*

* *This all depends on the quality of the mission statement. A short, clear, positive and rousing mission statement can engage people. Long boring or insulting statements are useless.*

Composite Rating Score for this Questionnaire Item

The ratings, with a **mean score of 3.0**, were generally positive, with one “useless” rating moving the average rating negatively. All other comments were in the “essential” to “useful” range. Should be discussed.

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45. Puppies less than 4 months old, dogs in heat and animals with a history of aggressive behavior should not use a community dog park; how valuable is doing this?

Comments made in response to item #45:

* *Essential!*

* *Believe it or not these three factors can be very very important; they need to be managed.*

* *Especially if the size of the park is small.*

* *Sure, but we don't have dog park police.*

Composite Rating Score for this Questionnaire Item

The ratings, with a **mean score of 2.0** were very positive, with most lodged in the “essential” and “important” categories. As can be seen above, the comments were likewise mostly supportive. Discussion needed.

* * *

46. All animals must be licensed, inoculated, not sick and wear a collar and ID when they visit a dog park; how valuable is doing this?

Comments made in response to item #46:

- * *Ditto in importance*
- * *Sure, but we don't have dog park police.*
- * *Essential*
- * *How do you monitor?*

Composite Rating Score for this Questionnaire Item

The ratings, with a **mean score of 2.0**, were generally positive. So too, the comments (albeit few) were supportive in tone. Discussion needed.

* * *

47: Dogs must be leashed before entering a park and when leaving, and owners must carry a leash at all times while their dog is in the park; how valuable is doing this?

Comments made in response to item #47:

- * *Essential for order*
- * *This would alleviate my safety concerns detailed at the start of this survey regarding off-leash dogs and children in the same place*
- * *Sure, but we don't have dog park police*
- * *This is a very simple but essential practice*

Composite Rating Score for this Questionnaire Item

The ratings, with a **mean score of 1.9**, were quite positive. Four comments above, quite supportive in tone, also make the case for these straightforward practices.