

5055 Santa Teresa Blvd., Gilroy, CA 95020

www.gavilan.edu

(408) 848-4800

Steven M. Kinsella, DBA, CPA, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
FACILITIES DEVELOPMENT AND UTILIZATION COMMITTEE
COMMITTEE TO THE BOARD OF TRUSTEES

March 5, 2012

OPEN SESSION 5:00 – 6:00 P.M.

Location: North Lounge, Student Center

AGENDA

OPEN : 4:00 P.M.

1. Call to Order
2. Approve minutes, December 13, 2011
3. Comments from the public: This is a time for the public to address the Committee
4. Strategic Plan Goal, "Investigate alternative uses of golf course property at Gilroy campus."
 - a. Current status of golf course and golf course lease
 - b. Report from golf course manager including First Tee and Wadsworth Foundation
 - c. Report from staff concerning Environmental Research Center (ERC) as it relates to the golf course property
5. Status of ERC project: Arboretum and Erosion Control
6. Area for Archaeology dig site
7. Status of CEQA study
8. Other
9. Adjournment

PUBLIC COMMENTS – Individuals wishing to address the Committee on a non-agenda item may do so during the Comments from the Public. However, no action may be taken on an item, which is not on the agenda. The public is welcomed to address the Committee on particular agenda items and may do so at the time it is presented. Guidelines for Comments from the Public will be as follows:

A maximum of 5 minutes will be allotted to each speaker with a maximum of 20 minutes to a subject area.
No disruptive conduct will be permitted at any Gavilan College Board Committee meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Nancy Bailey at 408-848-4731. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

Please help keep Gavilan College a litter-free campus and preserve its park-like setting. Thank you.

www.gavilan.edu

Board of Trustees: **Tom Breen**
Walt Glines

Kent Child
Tony Ruiz

Mark Dover
Laura A. Perry, Esq.

Mike Davenport

Izzy Quistian, III



**GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
Board Facilities Development and Utilization Committee
December 13, 2011**

Committee Members: Tom Breen, Mark Dover, and Walt Glines

Committee Resources: Steve Kinsella and Joe Keeler

Other Attendees: Nancy Bailey, Susan Cheu, Trustee Kent Child, Jeff Gopp, and Dr. Kathleen Rose

Open Session

1. Call Meeting to Order - Trustee Tom Breen called the meeting to order at 4:10 p.m. Roll call was taken.
2. Approve minutes - Minutes from the June 2, 2011 meeting were approved. MSC (Dover/Glines)
3. Comments from the public - No comments.
4. Review information related to Gilroy campus improvements— Joe Keeler reported that this item is included as an action item on the December 13 Board of Trustees agenda. The packet of information included a letter from district legal counsel Harold Freiman concerning the proposed facilities and infrastructure improvements planned for the Gilroy campus and the next steps under the California's Environmental Quality Act ("CEQA") and permitting process. In addition, a proposal is included from David J. Powers & Associates to complete the initial plan.

Trustee Breen noted that there were 10 required items of information to provide the consultant and asked if that presented any problems. Joe said that the District already has many maps and can provide the information.

Trustee Glines asked how the firm was chosen. Joe said that David J. Powers & Associates has worked on the CEQA process for both the District's Coyote Valley and San Benito properties. Their work and that of their sub-consultants has been good. President Kinsella reviewed that an extensive Request for Proposals (RFP) process took place in 2004 when selecting the architects for the ME renovation projects and noted that David J. Powers & Associates was one of the subcontractors in the competitive bid process.

Trustee Glines asked if this is a similar process of mitigating for environmental impacts for the salamander that the 2 land acquisitions have. Joe said yes, but hoped it would not take as long. The District is in the process of purchasing easements to mitigate the other sites and perhaps this project can be piggy-backed onto that agreement. President Kinsella indicated that the 3 year process for the 2 properties has involved filing permits with both the federal and state agencies. These agencies create the requirements for habitat replacements. Projects cannot move forward until the habitat replacement is resolved.

Trustee Glines asked how this will affect the timeline for the GECA project. Joe said he had notified GUSD and provided them with a copy of the legal opinion and indicated it would delay the project for 6 – 12 months. Trustee Glines then asked if the installation of solar panels or a charging station could be added to the scope of work without delaying the projects. He felt it was important that the District looked into this and perhaps it could be a separate project so that it did not hold up the current ones. President Kinsella reviewed what he has learned from those who have installed solar panels. He said it is not yet a proven technology for high returns and cost reductions. The utility costs drop but the maintenance and repairs cost for the equipment is high. Being a smaller organization it would be difficult to see large returns. He felt this may change as the technology improves in this industry. President Kinsella said an analysis will be prepared.

Trustee Dover noted that on the campus project improvement plans that the CJ500 building is being demolished but not the pad. He asked if there were plans for the pad so that it would not become an eyesore. Joe will check into the demolition of the pad.

The committee agreed to make a recommendation to the full board to approve the proposal. MSC (Breen/Glines)

UNAPPROVED

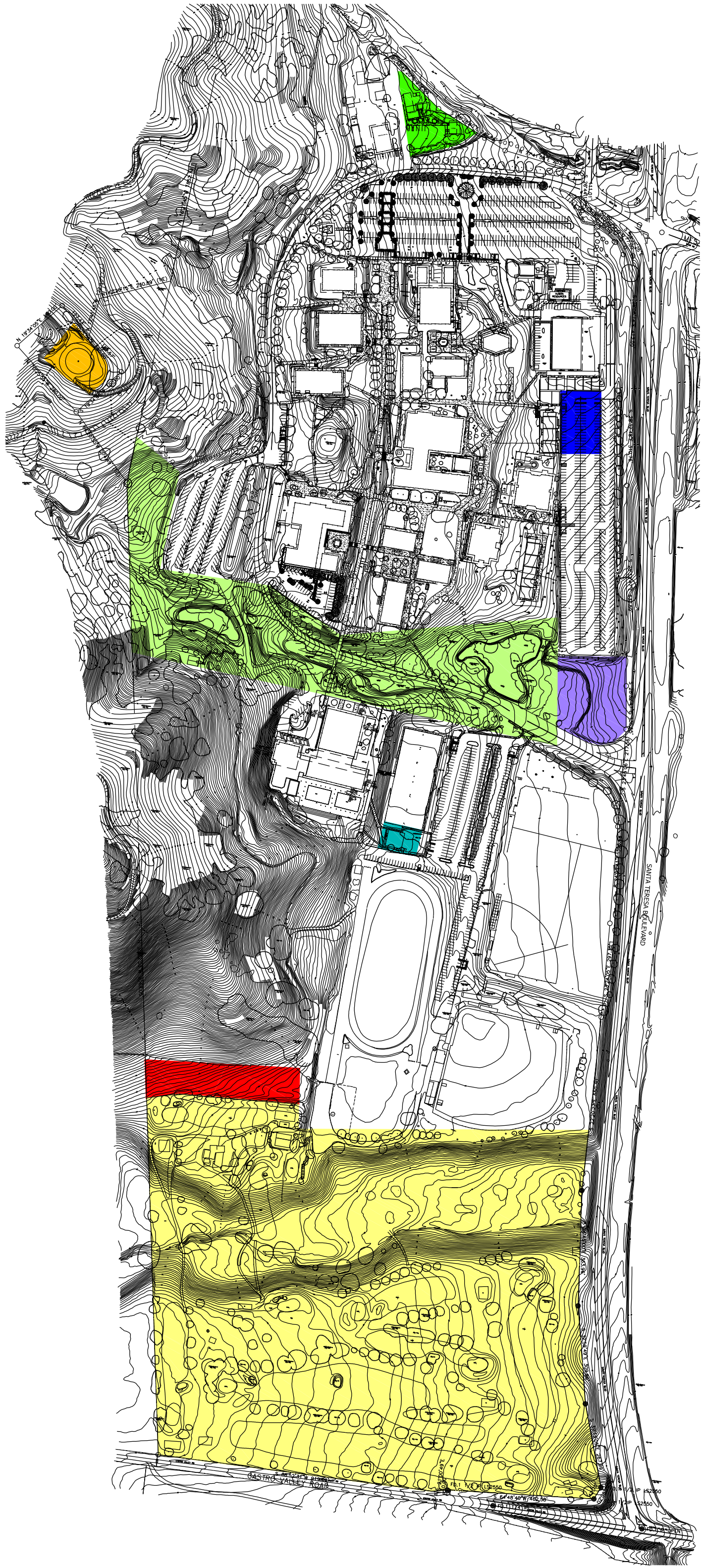
5. Other Peeling paint: Jeff reported that the covered walkways were painted over during the renovation of the science complex. As a cost savings, the scope of work did not include replacing the wood which is now degrading. Trustee Breen asked if there were plans to repair this and Jeff said the repairs are included in a 5 year scheduled maintenance program with the state. To date, this has not been funded. Trustee Dover asked if there was any danger involved and Jeff said it was not a safety threat. Trustee Glines did not want it to be a liability issue.

President Kinsella reviewed that many board goals were completed due to bond funds which allowed for renovations on campus. He said we are entering a 2nd phase in which we need to reevaluate and assess projects and available funding including projects waiting for state funding and the educational centers. President Kinsella said we will work on determining all costs and proposed financing options for completion and report to the Board. Remaining ME funds may be considered if the projects qualify under the measure.

6. Recess to Closed Session – The Committee recessed to closed session at 4:35 p.m.

Resume Open Session

1. Call to Order – Trustee Breen called the meeting to order at 4:36 p.m.
2. Report of any Action taken in Closed Session – No action was taken in closed.
3. Adjournment - Meeting adjourned at 4:55 p.m. MSC (Glines/Dover)



- GOLF COURSE**
- ARCHAEOLOGY DIG**
- ARBORETUM EROSION CONTROL PROJECT**
- OLD POLICE ACADEMY PORTABLES**
- WATER TANKS**
- GECA**
- PARKING & CONNECTION ROAD**
- CJ 500 DEMOLITION**

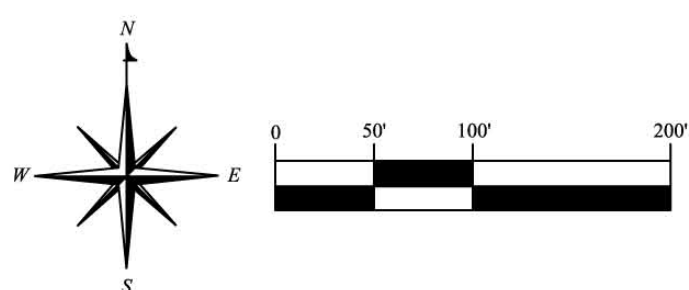
GAVILAN COLLEGE - Current Projects as of February 2012





CARD OF THE COURSE

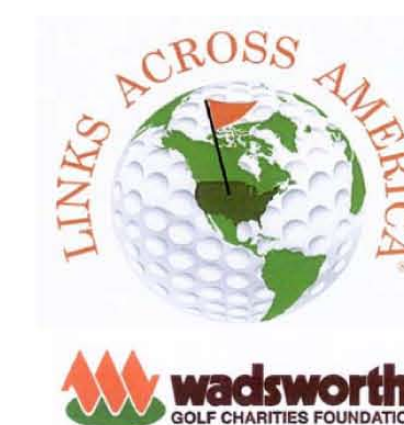
9-HOLE	Par	BACK	MIDDLE	FRONT	PEE-WEE
1	3	165	135	100	75
2	3	125	115	91	78
3	4	305	285	265	215
4	3	121	106	105	85
5	4	350	320	260	230
6	4	360	330	310	250
7	3	145	135	125	110
8	3	162	145	130	96
9	4	370	285	235	200
31		2,103	1,856	1,621	1,339



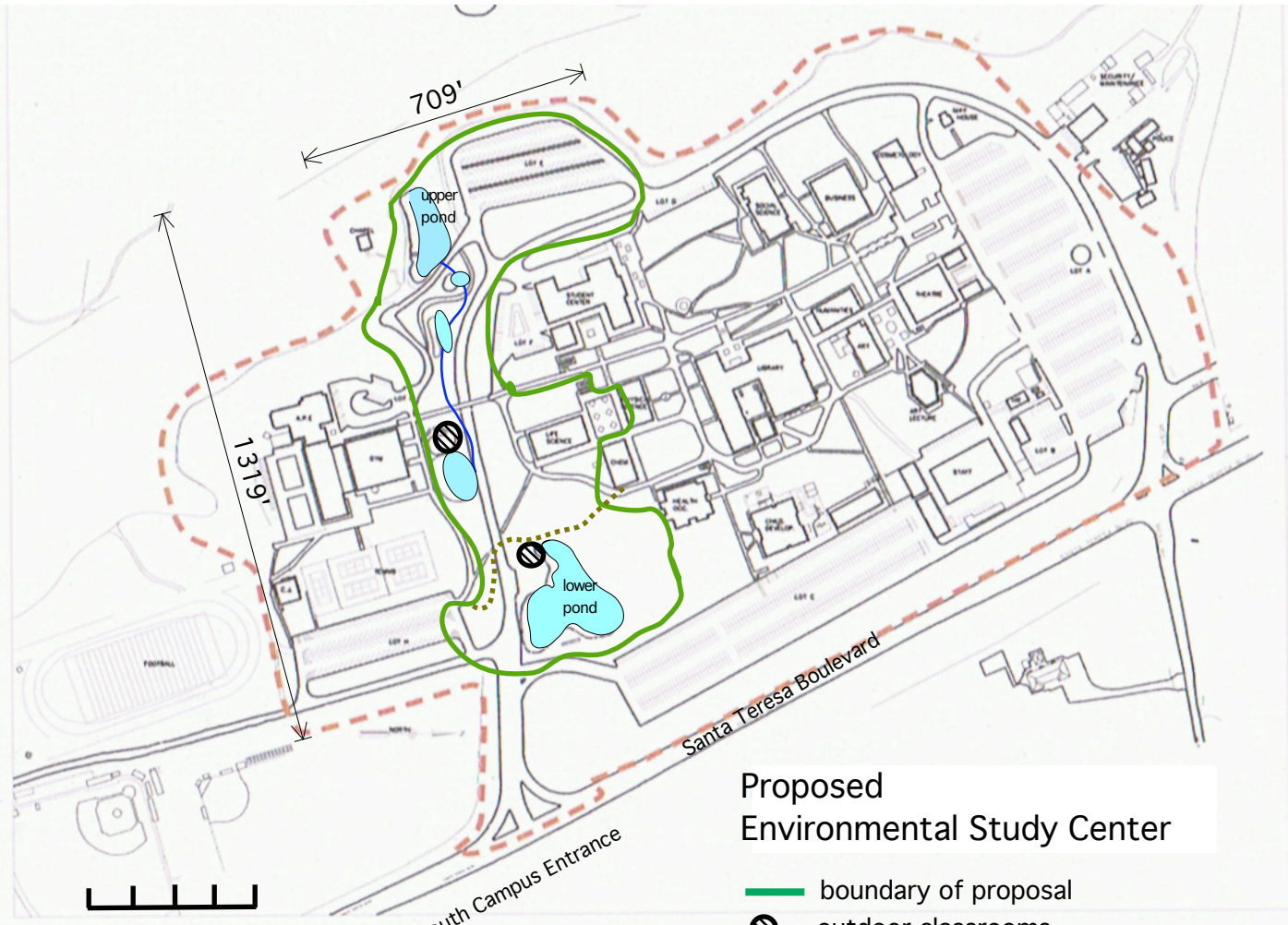
GAVILAN GOLF COURSE CONCEPT PLAN

GILROY, CALIFORNIA

Prepared by:

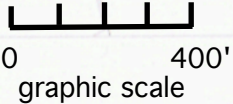
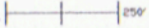


www.lohmann.com
815.923.3400



Proposed Environmental Study Center

- boundary of proposal
- outdoor classrooms
- ⋯ ADA conforming path



Item 4.a

**Current status of golf course
and golf course lease**

10:06 AM
02/01/12
Accrual Basis

**Gavilan Golf Course
Profit & Loss
July through September 2011**

	<u>Jul - Sep 11</u>
Ordinary Income/Expense	
Income	
Returned Merchandise Credit	10.82
Sales	45,964.97
Total Income	<u>45,975.79</u>
Gross Profit	45,975.79
Expense	
Advertising and Promotion	45.00
Automobile Expense	100.78
Bank Card Fees	430.77
Continuing Education	50.00
Donation	700.00
Draw	1,800.00
Dues & Subscriptions	270.00
Equipment Repair	238.61
Food & Beverages	4,521.64
Golf Course Supplies	594.04
Insurance Expense	
Workers Comp	997.05
Insurance Expense - Other	1,500.00
Total Insurance Expense	<u>2,497.05</u>
Merchandise Resale	
Accesories	839.11
Soft Goods	1,149.09
Total Merchandise Resale	<u>1,988.20</u>
Office Supplies	111.44
Payroll Expenses	25,711.52
Reimbursement	305.62
Repairs and Maintenance	2,465.24
Supplies	56.44
Taxes	
Sales Tax	62.99
Total Taxes	<u>62.99</u>
Utilities	
Phone	951.28
Portable Toilet Service	280.79
TV Service	220.16
Total Utilities	<u>1,452.23</u>
Total Expense	<u>43,401.57</u>
Net Ordinary Income	<u>2,574.22</u>
Net Income	<u><u>2,574.22</u></u>

RECEIVED

FEB 01 2012

GAVILAN GOLF COURSE
VP OF ADMINISTRATION

10:08 AM
02/01/12
Accrual Basis

Gavilan Golf Course
Profit & Loss
October through December 2011

	<u>Oct - Dec 11</u>
Ordinary Income/Expense	
Income	
Returned Merchandise Credit	9.72
Sales	32,578.31
Total Income	<u>32,588.03</u>
Gross Profit	32,588.03
Expense	
Advertising and Promotion	351.81
Automobile Expense	191.20
Bank Card Fees	331.46
Draw	4,500.00
Dues & Subscriptions	448.00
Food & Beverages	2,784.11
Golf Course Supplies	222.09
Improvements	512.24
Insurance Expense	
Workers Comp	997.05
Insurance Expense - Other	2,000.00
Total Insurance Expense	<u>2,997.05</u>
Merchandise Resale	
Accesories	582.09
Soft Goods	3,707.59
Merchandise Resale - Other	476.10
Total Merchandise Resale	<u>4,765.78</u>
Payroll Expenses	12,831.20
promotion	150.00
Repairs and Maintenance	1,252.37
Supplies	85.25
Taxes	
Sales Tax	310.00
Total Taxes	<u>310.00</u>
Utilities	
Portable Toilet Service	241.19
TV Service	158.97
Total Utilities	<u>400.16</u>
Total Expense	<u>32,132.72</u>
Net Ordinary Income	<u>455.31</u>
Net Income	<u><u>455.31</u></u>

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is entered into this 15th day of April, 2011 by and between Gavilan Joint Community College District ("District") and Donald De Lorenzo ("Consultant"); this Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, the District is the fee owner of the Property upon which the Gavilan College campus is situated.

WHEREAS, a portion of the Gavilan College campus is improved and used as a golf course ("the Golf Course"); improvements relating to the Golf Course include turf, driving range, putting practice area, and club house.

WHEREAS, the Golf Course is available for use by: (i) the public for a fee and (ii) Gavilan College Golf Team without fee charges.

WHEREAS, the continued availability of the Golf Course for use by the public and the Gavilan College Golf Team requires dedicated management and operation.

WHEREAS, management and operation of the Golf Course was previously provided pursuant to a Lease between the District and third parties; the original Lease expired on October 31, 2010.

WHEREAS, upon the expiration of the original Lease, the District and Consultant entered into a Management Agreement for the management and operation of the Golf Course for the period November 1, 2010 through June 30, 2011.

WHEREAS, employees of the District do not possess the special skills, experience and expertise to manage and operate a golf course.

WHEREAS, Consultant possesses special skills, experience and expertise in managing and operating golf courses.

WHEREAS, by this Agreement, the District and the Consultant desire to set forth the terms and conditions of the Consultant's management and operation of the Golf Course.

WHEREAS, by virtue of the Consultant's skills, experience and expertise, the District retains the Consultant and enters into this Agreement pursuant to Government Code §53060.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and the Consultant, the District and the Consultant agree as follows.

1. Consultant Management and Operation of the Golf Course.

1.1. Golf Course Operations. During the Term of this Agreement, Consultant shall manage and operate the Golf Course as a public golf course. The management and operations functions and responsibilities of the Consultant include without limitation, establishing and collecting greens fees and cart rental fees, providing golf lessons, operation of the driving range, sale of golf merchandise and sale of snacks/beverages. The Consultant is not responsible for maintenance of the Golf Course or related improvements, including the Golf Course turf, which shall be maintained by the District in accordance with the terms of this Agreement.

1.2. Personnel. Consultant shall be solely responsible for employment of individuals necessary to manage and operate the Golf Course and to discharge the Consultant's obligations under this

Agreement. Consultant shall have the discretion to establish the wages, salaries, other employment benefits and other matters relating to the employment of personnel.

- 1.3. Management and Operations Expenses. The Consultant is solely responsible for payment of all expenses incurred or otherwise arising out of the management and operation of the Golf Course, except for expenses arising out of or associated with Golf Course maintenance provided by the District and expenses for insurance obtained by the District pursuant to this Agreement.
- 1.4. Golf Course Revenue. All revenue generated by operation of the Golf Course, including greens fees, cart rental fees, driving range fees, golf merchandise sales and snack/beverage sales are the sole property of the Consultant. The foregoing notwithstanding, Consultant shall not impose greens fees or other charges in connection with use of the golf course, the driving range and/or putting green by the Gavilan College Golf Team and/or the Gavilan College golf classes.
- 1.5. Accounting. The Consultant shall provide to the District on a quarterly basis an accounting statement showing the total gross revenue generated and received by Consultant for the Golf Course. Consultant shall submit the accounting statement to Joseph Keeler, Vice President, Administrative Services, Gavilan Joint Community College District on or before the 14th day of the first month following each quarter, with the first accounting statement due on or before October 14, 2011.
- 1.6. Taxes, Impositions. The Consultant is solely responsible for the payment, discharge and satisfaction of all taxes or other charges, levies or other assessment of any governmental or quasi-governmental agency arising out of or related to the employment of individuals in management/operation of the Golf Course and/or revenue generated by the management/operation of the Golf Course.
- 1.7. Janitorial. Consultant shall be responsible for daily and routine janitorial of all portions of the Golf Course and improvements thereon to maintain the Golf Course in a neat, clean and sanitary condition. The foregoing includes litter pick-up, emptying trash cans, sweeping and general clean-up of the Golf Course and improvements thereon. The District will provide and pay for a trash bin for disposal of Golf Course trash and litter. The foregoing does not include janitorial/clean-up of restroom facilities or turf maintenance, but does include litter removal and general clean-up of litter on turf areas.
- 1.8. Authority to Conduct Business. Consultant shall be solely responsible, at the sole cost and expense of Consultant to obtain authorizations of any governmental or quasi-governmental agency with jurisdiction over the operation of the Golf Course as a public golf course, including without limitation, licenses, permits and other similar approvals.
- 1.9. District Property. The Consultant may use all or any of the items of District Property (as described in Exhibit A hereto). At the end of the Term of this Agreement, the Consultant shall return all District Property and improvements on the Golf Course to the District in the condition received, reasonable wear and tear excepted. The Consultant shall be liable to the District for loss, damaged or destroyed items of District Property or improvements on the Golf Course.

2. District Responsibilities.

- 2.1. Facilities, Furnishings, Fixtures. The District will provide Consultant with the right to use the facility on the Golf Course currently used as the club house and the furnishings, fixtures and other items of personal property owned by the District ("District Property") and more particularly identified in Exhibit A attached hereto and incorporated herein by this reference. The foregoing notwithstanding, fee title to the District facilities, furnishings, fixtures and other personal property is vested in, and shall remain vested in, the District.
- 2.2. Golf Course Turf Maintenance. The District will provide labor, equipment and materials necessary for maintenance of the golf course turf consisting of periodic mowing, fertilizing and repairs to existing irrigation systems serving Golf Course turf. The extent of periodic mowing,

fertilizing and other maintenance procedures for turf at each tee, fairways and putting greens shall be consistent with generally accepted standards for an executive nine-hole public golf course. The Consultant may provide advice and guidance to the District concerning turf maintenance, but the District shall have the sole and exclusive discretion as to the nature, scope and extent of turf maintenance, so long as turf maintenance provided by the District is consistent with the standards for an executive nine-hole public golf course.

- 2.3. **Utility Services.** The District will provide and pay for or cause to be provided to the Golf Course for use in connection with operation of the Golf Course for golf course purposes, without cost or charge to the Consultant, the following utility services: (i) domestic potable water; (ii) irrigation water; (iii) electricity; (iv) natural gas; (v) sewer; (vi) storm drain; and (vii) telephone/internet. Except in the event of the Consultant's waste or abuse of the utility services provided by the District, the District shall be solely responsible for the payment of utility charges for utility services used or consumed in the operation of the Golf Course. The foregoing notwithstanding, the District shall provide only a point of connection for telephone service and telephone equipment; the Consultant shall be solely responsible for payment of all telephone usage charges. If the Consultant wastes or abuses the utility services provided by the District, as reasonably determined by the District in the District's sole discretion: (i) the Consultant shall be liable to the District for the cost or value of utility services wasted or abused; and (ii) the District may elect to discontinue providing or paying for such utility services. The foregoing notwithstanding, the District shall not be liable to the Consultant, or be deemed in default hereunder, if any District provided utility service is reduced, disrupted or eliminated for any reason other than the District's non-payment of undisputed utility charges.
- 2.4. **Restroom Janitorial Services.** The District will provide janitorial services and re-stocking of restroom supplies to maintain the restroom facilities situated on the Golf Course in a neat, clean and sanitary condition.
3. **Compensation to Consultant.** The District will compensate the Consultant in the amount of One Thousand Dollars (\$1,000) per month of the Term of this Agreement. Payment of the monthly compensation from the District to the Consultant shall in arrears within ten (10) days of the expiration of each calendar month of the Term hereof.
4. **Term.** The Term of this Agreement commences on July 1, 2011 and the Term expires on June 30, 2012.
5. **Insurance; Indemnity.**
- 5.1. **Consultant Workers Compensation Insurance.** The Consultant shall obtain and maintain Workers Compensation insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which Consultant may be liable.
- 5.2. **General Liability Insurance.** The District shall obtain general liability insurance covering (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages due injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability. The Consultant shall be an additional insured under the policy of General Liability Insurance obtained by the District hereunder. The foregoing notwithstanding, in the event of a loss or claim under the General Liability Insurance policy obtained by the District and the Consultant or any employee, agent or representative of the Consultant has caused or contributed to such loss or claim, the Consultant shall be solely responsible for payment and discharge of the deductible due in connection with such loss or claim. The District may satisfy the foregoing obligations by obtaining a policy of general

liability insurance from a Joint Powers Authority and/or by self-insurance.

- 5.3. Property Casualty Insurance. During the Term of this Agreement the District shall obtain and maintain property casualty insurance covering existing improvements on the Golf Course and the District Property which insures against casualty risks, including fire, other risks and losses caused by explosion of boilers and other pressurized equipment, including coverage for increases in costs incurred by reason of changes in the Laws. The District may satisfy the foregoing obligations by obtaining a policy of general liability insurance from a Joint Powers Authority and/or by self-insurance.
- 5.4. Consultant Indemnity. To the fullest extent permitted by the Laws and except for those arising out the active negligence of the Indemnified Parties, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, each individual member of the Board of Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of the Consultant or the employees, agents and representatives of the Consultant in performing or providing any of the obligations or services contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

6. Miscellaneous.

- 6.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Consultant.
- 6.2. Marginal Headings; Captions. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and District hereunder.
- 6.3. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 6.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Consultant hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 6.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 6.6. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
 Joe Keeler
 Gavilan Joint Community College District
 5055 Santa Teresa Blvd.
 Gilroy, CA 95020

If to Consultant:
Donald De Lorenzo
Gilroy Golf Course
2695 Hecker Pass Highway
Gilroy, California 95020

- 6.7. Time. Time is of the essence in the performance and completion of obligations under this Agreement.
- 6.8. Entire Agreement. This Agreement and Exhibit A hereto constitute the entire agreement and understanding of the Parties relating to the subject matter hereof, replacing and superseding all prior agreements, understandings and negotiations. This Agreement may be amended only by written instrument dated subsequent hereto and duly executed on behalf of the District and the Consultant.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

"District"
Gavilan Joint Community College District

"Consultant"
Donald De Lorenzo

By: _____
Joseph Keeler
Vice President, Administrative Services

By: _____
Donald De Lorenzo

Exhibit A

Gavilan Golf Course

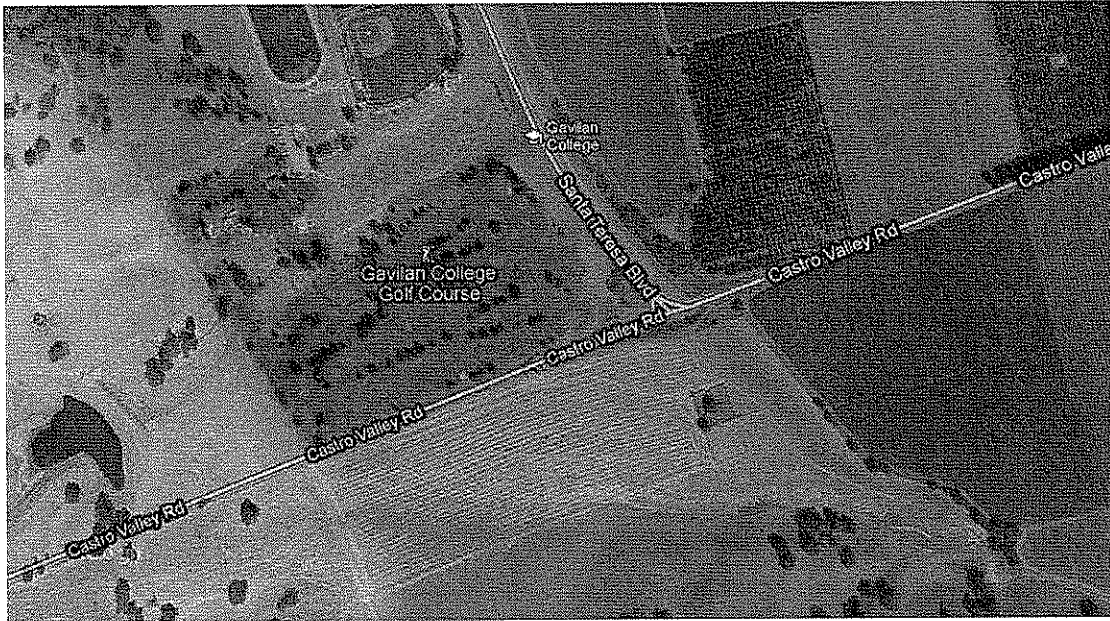


Exhibit B

**Gavilan Golf Course
Items to be left being on June 30, 2012**

Driving Range:

Range mats
Practice Green Pins
Range flags
Range picker

Shop:

Ball washer
Ball dispenser
Picnic tables
Check-in counter
Display shelves
Cash register
Rental clubs & cart
NCGA computer
Coffee maker, refrigerator, microwave oven
Partial range balls & baskets for college class

Office:

Desk
Desk chair
Supply storage cabinet
Time card machine
Small supply cabinet
Telephone

Maintenance Area:

Rough mower & riding greens mower *
Push green mower *
Fairway mower *
Gator (cart)
7 inoperable golf carts
1 working golf cart
Misc. course maintenance tools

Other:

Pepsi display case
Dumpster

*** These items can be repaired for a total of approximately \$15,000.
Keys to be turned over to Gavilan College at 5:00 p.m. on June 30, 2012.**

Item 4.b

Report from golf course
manager including First Tee
and Wadsworth Foundation

Joe Keeler

From: "Leon McNair" <leonmcnair@comcast.net>
To: "Joseph Keeler" <jkeeler@gavilan.edu>
Cc: "Don DeLorenzo" <gilgolf33@aol.com>; "George Maxe" <george@thefirstteesanjose.org>; "Todd Quitno" <tquitno@lohmann.com>
Sent: Wednesday, September 14, 2011 3:03 PM
Attach: GAVILAN - PRELIM COSTS - 9-8-11.pdf; GAVILAN - PRELIM CONCEPT PLAN - 9-8-11.pdf
Subject: FW: Gavilan plan and costs

Dear Joe,

Attached is a new plan for the Gavilan Golf Course, that has been prepared by Todd Quitno from Lohmann Golf Design. Todd has also attached a preliminary cost estimate. In reviewing the Todd's number's, I believe for realistic budget purposes the amount of **Total Discounts** should be reduced to **\$380,000** (vendor discounts \$130,000 plus Wadsworth's \$250,000). Therefore, based on an estimated project total of **\$1,081,496**, in round numbers **we're looking at a projected net bottom line of \$703,000.**

If I were Joseph Keeler or on his Board of Trustees, I certainly would want to know the answers to the following three questions:

- First and foremost, in the years ahead - **will the new golf facility be able to sustain itself?**
- If the answer to question one is YES, is it possible for the College to fund the project through the assistance of donors from the area?
- If that is not possible, and The First Tee of San Jose could become the major funder of the entire project, would Gavilan College be willing to work out a long term agreement for programming golf & range usage, affordable rates for youth, etc.?

After we have all had further discussion on the project and the various funding possibilities, if everyone is committed to keep moving ahead – then, the next step will be to begin the process of preparing a 10 Year Pro Forma. Past records on the breakdown of rounds, green fees, carts, merchandise and food & beverage revenue will be required. In addition, payroll and a history of the golf course maintenance will be needed.

Then based on a new facility, there will discussion's with Don and the Course Superintendent on possible increases in rounds, golf revenue, new range revenue, required staffing, payroll costs and the costs for golf course maintenance. Then a summary of these figures will be prepared and sent to Golf Visions Golf Management Company in Chicago, who is one of the Wadsworth Foundation's *Links Across America* short course Company Partners. They will review the material and once any questions are answered, Golf Visions will prepare the detailed 10 Year Pro Forma.

Yesterday, I had a long conversation in regards to the above Question Three with George Maxe from The First Tee of San Jose. It is no secret that George Maxe has had an interest in Gilroy and the Gavilan College Golf Course, as a possible affiliate location to expand their First Tee programming to accommodate this region of The First Tee of San Jose. He has talked to Don about this and on June 2nd mentioned it briefly in the meeting with the Board of Trustees. So yesterday I asked George the question: **is there a possibility The First Tee of San Jose could fund this project and raise \$700,000?** His answer was YES, there is a very good chance that could happen.

So, if this was in fact the case, an agreement would be needed detailing a variety of different items between Gavilan College and The First Tee of San Jose. Currently the Wadsworth Foundation is involved in a three-hole short course (par 4, par 3 and par 5), driving range and short game practice area with The First Tee of Green Bay, WI and the Brown Country Forest Preserve District. This new short course facility will be on land owned by Brown County and adjacent to their 18-hole municipal course. The First Tee of

Green Bay will pay for the development of all items: short course, range, practice areas, parking lot, new clubhouse/pro shop and Brown County will operate, maintain and receive all revenue from the short course facility. Later this month, after many committee meetings and tweaks to the Agreement, Brown County should approve the Renewable 20 Year Lease between them and The First Tee of Green Bay.

Since the Gavilan College project and the one in Green Bay are quite similar, I took a few parts of their Lease Agreement that would apply to a potential short course/ driving range project between Gavilan College and The First Tee of San Jose, inserted new names and have presented it - so that everyone can understand some of the content that needs to be covered in a Lease Agreement of this type.

Agreement Between Gavilan College and The First Tee of San Jose

TERM:

- 15 years with two renewable five year options.

TERMS OF LEASE:

- As the major funder of the new Gavilan College Golf Course and Driving Range, The First Tee of San Jose shall have use of the driving range, practice greens and golf course on a complimentary basis during all First Tee programming time.
- The First Tee of San Jose will have the right to install appropriate signage recognizing The First Tee Donors.
- Gavilan College will maintain and operate the nine-hole golf course, driving range, practice greens and parking lot and will be exclusively responsible for the operation and maintenance expenses. The repairs and maintenance shall be performed in a good, workman like manner.
- The Gavilan College Golf Course Maintenance Department will be responsible to Grow In the new golf course, driving range and practice greens.
- Gavilan College will operate and receive all revenue from the driving range, nine-hole golf course, food & beverage sales and merchandise sales.
- Gavilan College and The First Tee of San Jose will establish a fee structure for the Gavilan Course that is affordable, especially for all youth in the community, First Tee and throughout the surrounding area. The Wadsworth Foundation would suggest a rate of \$5.00 or less for nine-holes.
- Gavilan College will grant The First Tee of San Jose use of the Gavilan College Golf Course on one Monday each year, so that TFSJ can host a fundraiser golf outing. Green fees, carts and range fees will be waived by Gavilan College on this day each year.
- It will be the responsibility of Gavilan College to make any necessary capital improvements at its expense to the nine-hole course, range, practice greens, parking lot, irrigation system, well and pump systems of the new golf course facility and shall be the owner of these capital improvements.
- In the event of a termination of the lease for any reason by either party, Gavilan College shall be responsible to reimburse The First Tee of San Jose and the Wadsworth Golf Charities Foundation for their original contributions under the following terms and percentages:
 1. 100% within the first 15 years.
 2. 75% within the first five year option.
 3. 50% within the second five year option.
 4. 0% after 25 years.
- The parties will each maintain comprehensive insurance policies covering their activities and interests covered in the Lease Agreement and they will indemnify each other from liability arising from their respective activities.

Joe, I hope you understand from this exercise I have only wanted to present information from some of our other *Links Across America* short course projects that could maybe be similar to your situation at Gavilan College.

Let me know your thoughts.

All the best,
Leon

For the next 12 days I'll be traveling, so email or call my cell 630-220-7566.

From: Todd Quitno [mailto:tquitno@lohmann.com]
Sent: Thursday, September 08, 2011 5:08 PM
To: Leon McNair; Leon McNair
Subject: Gavilan plan and costs

Leon, attached is the plan with title block and scorecard. Also attached is a cost estimate for the proposed design as we discussed.

Call me with any questions...

Todd Quitno, ASGCA Associate
Senior Project Architect
Lohmann Golf Designs, Inc.
815.923.3400 Fax:815.923.3662
www.lohmann.com



September 8, 2011

**PRELIMINARY COST ESTIMATE FOR
GAVILAN GOLF COURSE CONCEPT PLAN
GILROY, CALIFORNIA**

LINKS ACROSS AMERICA

**** NOTE: All costs are based on our most current (Summer 2011) retail pricing and include prevailing wage rates.**

9-HOLE GOLF DEVELOPMENT WITH RANGE

ITEM / DESCRIPTION	QUANTITY	UNIT PRICE	COST
GOLF FEATURE CONSTRUCTION AND PROJECT RESTORATION			
GENERAL CONDITIONS, MOBILIZATION, SUPERVISION	8 WEEKS	\$6,500.00	\$52,000
SITE PREP AND EROSION CONTROL			
- EROSION CONTROL ALLOWANCE	1 LS		\$20,000
- EXISTING TURF ROUND-UP AND ROTO-TILL	14.5 ACRES	\$550.00	\$7,975
- TREE REMOVAL	1 LS		\$17,500
ROUGH SHAPING / TOPSOIL MANAGEMENT			
- TOPSOIL HANDLING	10.0 ACRES	\$4,000.00	\$40,000
- ROUGH SHAPING (ALL EARTHMOVING LOCALIZED)	20 DAYS	\$2,000.00	\$40,000
FEATURE SHAPING			
- GREENS TO SUBGRADE	12 EACH	\$2,250.00	\$27,000
- TEES TO SUBGRADE	9 COMPLEX	\$1,660.00	\$14,940
- BUNKERS TO SUBGRADE	9 EACH	\$830.00	\$7,470
FAIRWAY DRAINAGE			
- 4" SOLID N-12 PIPE	4,000 LF	\$6.65	\$26,600
- 6" SOLID N-12 PIPE	1,000 LF	\$9.40	\$9,400
- CATCH BASINS	25 EACH	\$350.00	\$8,750
GREEN CONSTRUCTION (60,000 SF)			
- 8" ROOTZONE MIX	2,300 TONS	\$15.00	\$34,500
- 4" PERFORATED TILE	3,900 LF	\$10.50	\$40,950
BUNKER CONSTRUCTION (7,500 SF)			
- 4" SAND LAYER	140 TONS	\$40.00	\$5,600
- BUNKER EDGING	9.0 EACH	\$600.00	\$5,400
- 4" PERFORATED TILE	500 LF	\$10.50	\$5,250
IRRIGATION (ASSUMES PUMPS AND WELL ARE FUNCTIONAL)			
- GOLF HOLES - SINGLE-ROW (DOUBLE IN LANDING AREAS)	200 HEADS	\$1,200.00	\$240,000
- RANGE TEE AND PRACTICE AREA	25 HEADS	\$1,200.00	\$30,000
- BRIDGE CROSSINGS	150 LF	\$45.00	\$6,750

GRASSING AND CARTPATHS				
- MECHANICAL ROCK PICKING	8.4	ACRES	\$800.00	\$6,720
- PREP AND SEED GREENS (BENT)	60,000	SF	\$0.30	\$18,000
- PREP AND SEED TEES/FAIRWAYS/ROUGHS (BLUE)	15.0	ACRES	\$3,260.00	\$48,900
- HYDROMULCH 33% BLUEGRASS SEED AREAS	5.0	ACRES	\$2,050.00	\$10,250
- FLEXTERRA 67% BLUEGRASS SEED AREAS	10.0	ACRES	\$3,200.00	\$32,000
- HAUL ROAD REPAIR AND CLEAN-UP	1	LS		\$7,500
RANGE NETTING (50' TALL X 460' WIDE, CLASS 2 WOOD)	23,000	SF	\$2.50	\$57,500
PATHS AND BRIDGES				
- GRAVEL CARTPATHS (6" GRAVEL)	4,500	LF	\$13.60	\$61,200
- NEW BRIDGE (HOLE 8)	50	LF	\$475.00	<u>\$23,750</u>
			PROJECT SUB-TOTAL	\$905,905
			10% CONTINGENCY	\$90,591
			ARCHITECTURAL FEES	\$85,000
			PROJECT GRAND TOTAL	\$1,081,496

POSSIBLE SCOPE REDUCTION / DISCOUNTS

Savings

GOLF COURSE CONTRACTOR

PROFIT REDUCTION (15%)	\$40,000
REDUCE EARTHWORK AREAS (by 20%)	\$16,000

IRRIGATION CONTRACTOR

USE EXISTING MAINLINES	\$35,000
MATERIAL AND LABOR DISCOUNT (15%)	\$42,000

MATERIALS

VENDOR DISCOUNTS	\$35,000
------------------	----------

ARCHITECTURAL SERVICES - (20% discount)

\$17,000

OTHER POTENTIAL REDUCTIONS

Reduce green sizes (total 5,000 sf reduction)	\$25,000
Eliminate one practice green (5,000 sf)	\$20,000

LINKS ACROSS AMERICA DONATION

\$250,000

TOTAL DISCOUNTS

\$480,000

Item 4.c

Report from staff concerning
Environmental Research
Center (ERC) as it relates to
the golf course property

January 24, 2012

STEM II

Environmental Research Center: Overview of Project Components

I. Areas to be included in ERC: (see attached map)

- Lower pond and lawn extending Life Science and Health Occupations Buildings
- Lawn between Life Science Building and Sycamore Lane
- Science courtyard
- Middle pond, upper pond and corridor between ponds including Gavilan Creek
- Area between Gavilan Creek, tennis courts, and parking lot H, including pathway
- Area surrounding parking lot E

-Possible: portions of golf course

II. Projects included in proposal:

- Removal and replacement of diseased and damaged plant in proscribed areas
- Install identification signs for significant plants (in progress)
- Establish plant propagation area (behind parking lot E)
- Establish student-installed experimental erosion control features (in area between Gavilan Creek, tennis courts and parking lot H)
- Install ADA conforming pathways to features
- Install between 2-4 outdoor classrooms (depending on availability of Golf Course); classrooms to include patio areas with benches and blackboard (see attached drawings)

- Possible golf course projects:

1. Installation of 2 outdoor classrooms
2. Conversion of conventional grass management turf areas to organic agriculture (including possibly organic turf management, seed propagation vineyard management, row crops, orchards)
3. Conversion of areas of turf to meadow
4. Installation of wildlife habitat features (planting, shelters)

STEM Magnet: Focus of Environmental Science Program

Overview of Environmental Research Center and Arboretum:

We propose an Environmental Studies Program that will include two concentrations: Environmental Science and Environmental Policy. We plan to work with the Social Science Department to develop the curriculum for this program; their faculty will focus on Environmental Policy, while Natural Science faculty will write curriculum for Environmental Science. The focus of the Environmental Science Program will include an Environmental Research Center, including outdoor classrooms and an arboretum. Courses will focus on use of studio classrooms and the Environmental Research Center.

The Environmental Research Center will include an arboretum, outdoor classrooms, areas for field/outdoor research, a small office/research building, and areas for plant propagation.

The Arboretum will encompass an area that is approximately 1500 X 250 feet. It includes two ponds and a connecting streambed. It was originally designed and planted in 1967 by noted plants man Ray Williams, and includes many rare Australian plants, as well as many valuable mature specimen plants of Californian, Australian and African origin, and a few from other parts of the world. The goals of the proposed arboretum are to preserve the existing plants and to incorporate additional regional native plants. This will allow students to study plants of these regions. An office and research facility for the outdoor classrooms will also be included, as well as areas for outdoor research.

Uses of Outdoor Classrooms and Propagation Area:

-Outdoor classrooms will be used for formal and informal instruction, as weather permits. The two proposed outdoor classrooms would include benches and tables to seat approximately 25 students each. The propagation yard will be used to grow plants to be used in the arboretum and in research projects such as the erosion control experiments. (See list of courses under Uses of Arboretum.)

Uses of Arboretum:

-Biology, Ecology and horticulture courses: the arboretum and outdoor classroom spaces will be used for demonstration, observation and research for the courses listed below. Beyond plant observation and identification, students will be able to conduct outdoor research in areas such as soil erosion, effects of run-off on water quality, effects of native versus exotic plant species on wildlife, plant propagation, and other related research.

Existing courses:

1. Biology 5: General Botany

2. Horticulture 20: Introduction to Horticulture
3. Ecology 1: Conservation of Natural Resources
4. Biology 1: General Biology, Biology 10: Principles of Biology
5. Biology 5: General Zoology

Proposed courses or areas of study:

1. Botany of California Native Plants
2. Natural History of the Gilroy/Hollister region
3. Appropriate Horticulture: Use of Adapted Plants in the Landscape
4. Native plants and uses by indigenous peoples

Uses of Studio Classrooms:

Curriculum will be developed to utilize the studio classroom format for the following courses:

Existing courses:

1. Multiple Biology courses
2. Horticulture 20: Introduction to Horticulture
3. Ecology 1: Conservation of Natural Resources
4. Chemistry courses

Proposed courses or areas of study:

5. Botany of California Native Plants
6. Natural History of the Gilroy/Hollister region
7. Appropriate Horticulture: Use of Adapted Plants in the Landscape
8. Native plants and uses by indigenous peoples

-Proposed Environmental Studies Program:

The research center, arboretum and outdoor classroom spaces and studio classrooms will also be used for demonstration, observation and research for the Environmental Studies program. We envision the Environmental Science Program as part of a cross-disciplinary Environmental Studies Program that will include two concentrations: Environmental Science and Environmental Policy.

Possible course requirements for Environmental Science:

Chem 30A	4 units
Chem 30B	4 units
Ecol 1	4 units
Econ 1	3 units
Pols 1	3 units
Math 8A	4 units
Math 8B	4 units
Math 5	3 units
Engl 1A	3 units
Engl 1C	3 units
CMUN 1A	3 units

Anth 3		<u>3 units</u>
	Total	41 units

Other courses to fulfill AS/IGETC requirements:

Language (not English)*	5 units
Arts and Humanities	9 units
Elective units	<u>5 units</u>
Total	60 units

Suggested electives: Horticulture 20, Geology 1 or 13, Biology 1, 4, 5 or 13
(Or proposed new Bio and Horticulture courses).

*Required for UC only

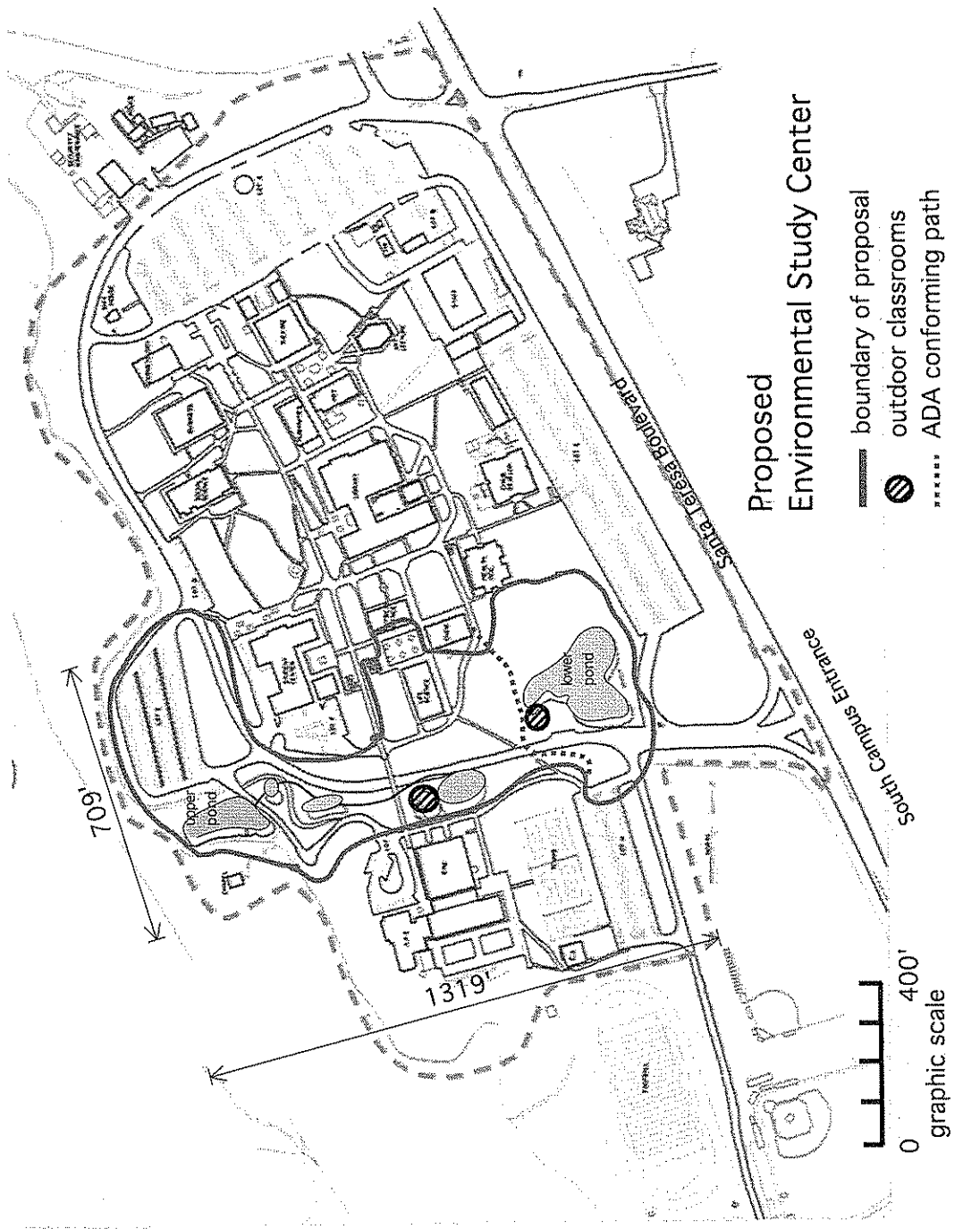
These course requirements would allow students to transfer to similar programs at UCSC, CSUMB, CSUSJ or Cal Poly SLO.

Environmental Policy would have more emphasis in Political and Social Science.




Environmental Science Pathway courses at the High school level could include:

Chemistry
Math (pre-calculus)
Environmental Science
Biology
Horticulture

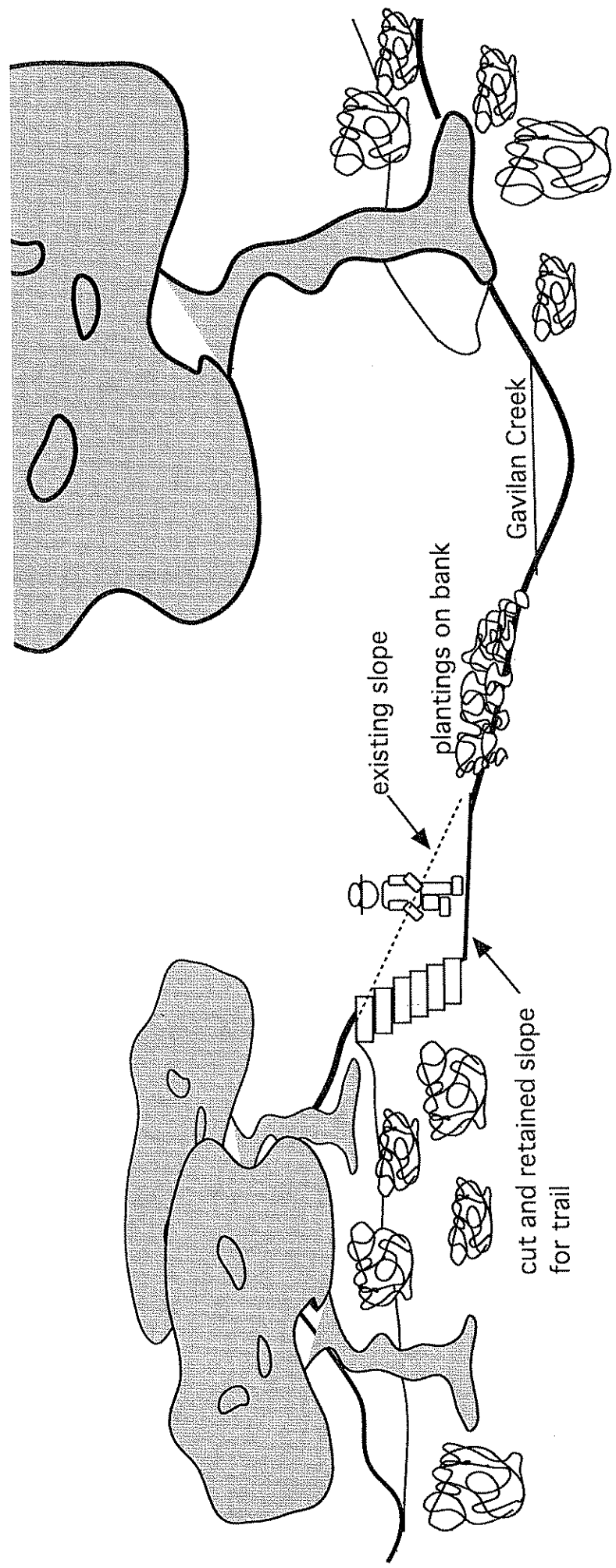
Summary: The proposed Environmental Studies program at Gavilan College will be a cross-disciplinary program that would utilize studio classrooms and an environmental research center. The program will include curriculum pathways between high schools and UC/CSU programs. The Environmental Research Center and Studio classrooms will also be utilized by existing and proposed courses in Biological Science. The Environmental Research Center and Arboretum will be unique features that will allow a distinct pedagogical approach and will attract students to the Gavilan College STEM program.



Proposed Environmental Study Center

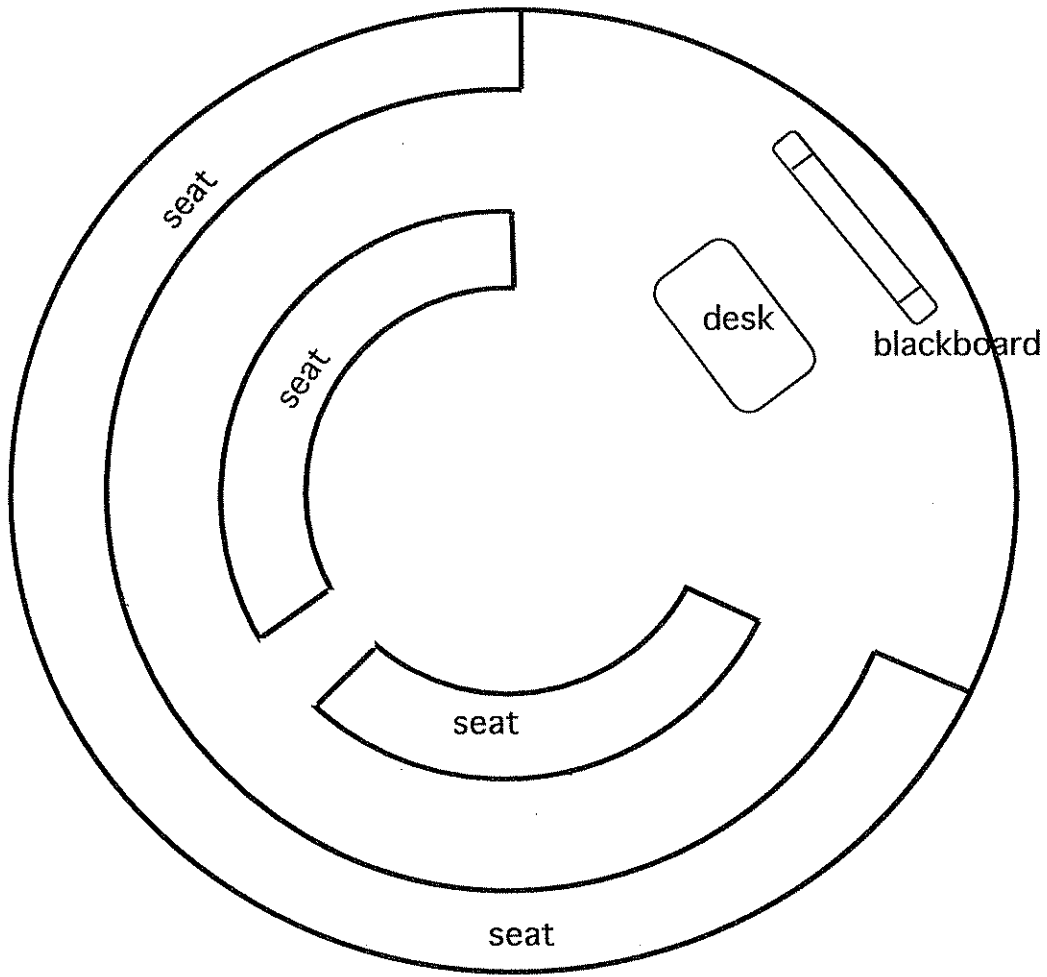
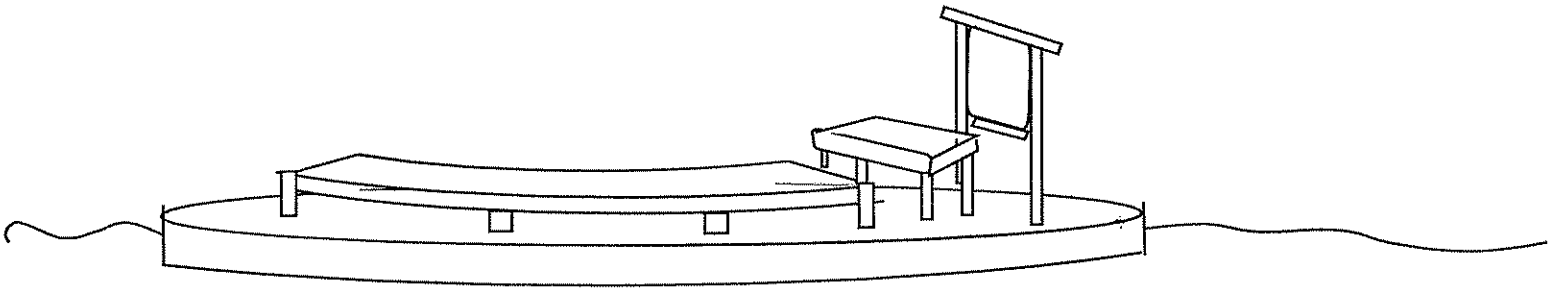
-  boundary of proposal
-  outdoor classrooms
-  ADA conforming path





Cross Section of Gavilan Creek
 Trail System and
 Environmental Study Area

OUTDOOR CLASSROOM CONCEPT



Gavilan College: Proposed Environmental Research Center Timeline/Budget

Year One

Phase One Construction (lower pond area and plant propagation area)

Grading	\$6,000
Soil preparation	\$8,000
Irrigation: installation and repair	\$10,000
Removal of damaged/diseased trees and shrubs	\$7,000
Signage	\$4,000
Install permanent deer fencing (around plant propagation area)	\$5,000
Plants (including installation)	\$15,000

Outdoor classroom 1:	
Install ADA conforming pathway (PS building to pond)	\$19,000
Install concrete patio	\$15,000
Install benches	\$5,000
Outdoor blackboard	\$1,000

Erosion control study areas:	
Install fencing around area	\$5,000
Student-installed alternative erosion control methods	\$5,000

Consultant Fees:	
Landscape Architect	\$20,000
Horticulturist	\$15,000

Total \$140,000

Year Two

Phase Two Construction (Creek corridor)

Grading	\$8,000
Soil preparation	\$5,000
Irrigation installation and repair	\$8,000
Removal of damaged/diseased trees and shrubs	\$6,000
Move boulders	\$5,000
Pond excavation	\$6,000
Signage	\$4,000
ADA conforming Pathway installation (along creek)	\$20,000
Plants (including installation)	\$15,000

Outdoor classroom 2:	
Install ADA conforming pathway (Gym to creek)	\$20,000
Install concrete patio	\$10,000
Install benches	\$5,000
Outdoor blackboard	\$1,000

Consultant Fees:	
Landscape Architect	\$20,000
Horticulturist	\$15,000

Total \$148,000

Gavilan College: Proposed Environmental Research Center Timeline/Budget

Year Three

Phase Three Construction (plant propagation area, upper pond area and parking lot berm)

Grading	\$6,000
Soil preparation	\$8,000
Irrigation installation and repair	\$8,000
Removal of damaged/diseased trees and shrubs	\$6,000
□	
Install ADA conforming pathway (around pond, to church and plant prop. area)	\$35,000
Plants (including installation)	\$15,000
Repair pond and remove non-desired vegetation	\$8,000
Improvements to plant propagation area	\$14,000
Install benches	\$5,000
Signage	\$4,000
Consultant Fees:	
Landscape Architect	\$20,000
Horticulturist	\$15,000
Total	\$144,000

Year Four

Phase Four Construction (golf course)

Note: some areas of the golf course will be used for conversion from conventional turf grass management to organic agriculture. This will be a multi-year process.

Removal of existing turf	\$15,000
Soil treatment to remove herbicide residue	\$15,000
Grading	\$10,000
Soil preparation	\$10,000
Irrigation installation and repair	\$8,000
Removal of damaged/diseased trees and shrubs	\$5,000
Lawn to Meadow Conversion	\$10,500
Wildlife habitat installation (planting, shelters)	\$5,000
Outdoor classroom 3:	
Install ADA conforming pathway (parking lot H to golf course)	\$14,000
Install concrete patio	\$10,000
Install benches	5000
Outdoor blackboard	1000
Consultant Fees:	
Landscape Architect	\$20,000
Organic Agriculture consultant	\$15,000

Total \$143,500

Gavilan College: Proposed Environmental Research Center Timeline/Budget

Year Five

Phase Five Construction (golf course continued)

Grading	\$10,000
Soil preparation	\$9,000
Irrigation installation and repair	\$10,000
Removal of damaged/diseased trees and shrubs	\$6,000
Plants (including installation; including fruit trees, grapes)	\$15,000
Installation of areas for more erosion studies, rock and soil studies	\$15,000
Installation of seed propagation areas	\$10,000

Outdoor classroom 4:	
Install ADA conforming pathway (clubhouse to golf course)	\$15,000
Install concrete patio	\$10,000
Install benches	\$5,000
Outdoor blackboard	\$1,000

Consultant Fees:	
Landscape Architect	\$20,000
Organic Agriculture consultant	\$15,000

Total \$141,000

Item 5

Status of ERC project:

Arboretum and

Erosion Control

**Gavilan Joint Community College District
Governing Board Agenda**

November 9, 2010

Administrative Services

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. 2.(b)

SUBJECT: Designated Locations for Erosion Control and Arboretum & Botanical Garden Instructional Projects

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approve designated locations for the Erosion Control and Arboretum & Botanical Garden Instruction Program Projects.

Background:

Last year Mary McKenna and Ray Morales, faculty members, asked the District's Health, Safety, Facilities & Grounds Committee (HSF&G) to consider designating certain locations on campus for two instructional programs; an Erosion Control Project and an Arboretum and Botanical Garden Project. Both projects would offer students a learning opportunity in ecology and biology. Attached are two maps outlining the requested locations.

The understanding is that both projects will be funded through categorical funding and will not impact the general fund or the current grounds keeping staff. In addition, the curriculum for each project will follow the regular curriculum development and approval process.

The HSF&G Committee, the Presidents Council, and the Board Facilities Development and Utilization Committee have approved designating the locations shown on the attached two maps.

Budgetary Implications:

To be funded by categorical programs.

Follow Up/Outcome:

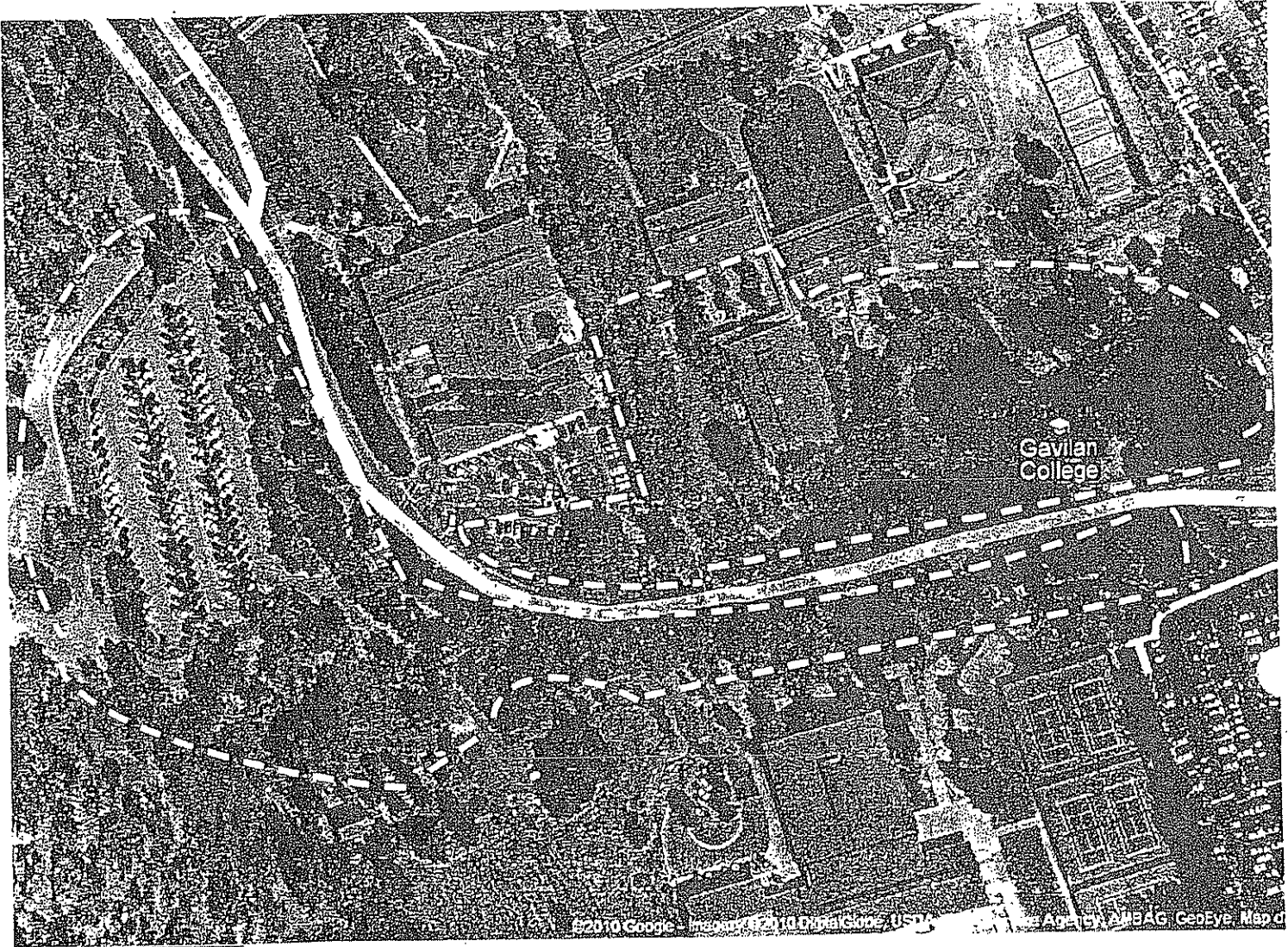
Upon approval, the changes will be implemented.

Recommended By: Joseph D. Keeler, Vice President of Administrative Services

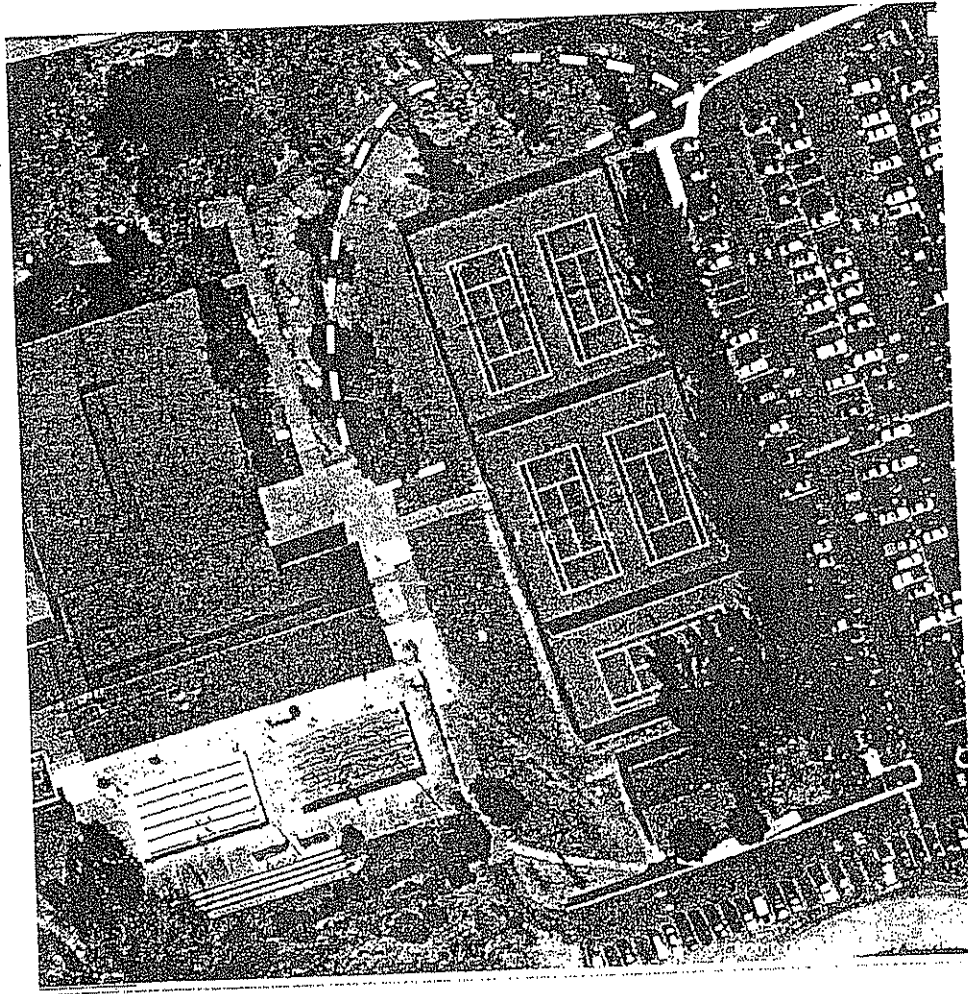
Prepared By: Joseph D. Keeler
Joseph D. Keeler, Vice President of Administrative Services

Agenda Approval: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

Arboretum and Botanical Garden



Erosion Control Project



“Native Landscape” Master Plan

Document: Gavilan College Landscape Master Plan

Can be viewed at Gavilan website:

[http://www.gavilan.edu/landscape plan/Gavilan Landscape
MasterPlan.pdf](http://www.gavilan.edu/landscape_plan/Gavilan_Landscape_MasterPlan.pdf)

Proposal for Arboretum and Botanical Garden at Gavilan College

Overview: The main campus of Gavilan College is a unique location that has an opportunity to become a resource for the community as both an arboretum and community garden. The original landscape design at Gavilan was foresighted in its use of appropriate landscaping. An arboretum would take advantage of this, and draw the community to the campus. Gavilan also is in a unique position because of its geographical position and climate, giving us the ability to cultivate plants from most of the major biomes of California. Finally, the main campus has large areas of unused space making it an ideal location for both the proposed Botanical garden. All parts of this proposal offer the opportunity to bring the community to the campus and involve students and the community in their development.

Alignment with Facilities Master Plan:

This concept fits into the Gavilan College Landscape Master Plan that was developed by Tanaka Design Group as a part of the Facilities Master Plan. These documents were created as part of the strategic plan for capital improvements for Measure E. The Gavilan College Landscape Master Plan was approved by the Board of Trustees on June 12, 2007.

The proposed project is aligned with the following goals taken from the Landscape Master Plan:

Goal #1: Improve Campus Landscape Character.

The project addresses the general and specific landscape character goals:

- Incorporate principles of sustainability in the design, construction and maintenance of projects.
- Consider climactic and other environmental factors in the renovation of open spaces.
- Reinforce the current successes of the campus by integrating appropriate materials, textures, and patterns to complement original architecture and landscapes and create compositions that respect the original landscape character.

Goal #4: Preserve and Protect Natural Resources.

This project helps accomplish the following:

Promote Natural Stewardship

- Establish policies and protocols for rehabilitation and preservation of existing landscape plantings and natural woodlands.
- Promote ecologically based management objectives for the campus landscape.
- Manage Gavilan Creek as an open, natural-appearing creek and riparian corridor.

Preserve Significant Natural and Man-Made Features

- Protect the plant groupings of the Upper Quad and Gavilan Creek by restricting any construction within proximity of these groupings that will adversely affect their health.
- Protect other significant plants through establishment of the necessary specifications and standards for review of development projects.

Goal #5: Fulfill Community and Educational Mission

The Landscape Master Plan recognizes the unique attributes of the campus landscape as it fits into the campus missions of teaching and community service, and its potential for use as places of social and academic interaction and outdoor classrooms. "The biological habitats associated with Gavilan Creek and the Upper Woodlands Areas are irreplaceable and of special value in the visual and experiential environment of the campus. The diversity of the native landscape plants contributes visually, educationally and ecologically to the value of the campus. Finally, the dramatic topography, views and beauty of the campus serve as an inspiration to the campus community."

The proposed arboretum and botanical garden would contribute to the following goals within this area:

- Create outdoor spaces that encourage learning and community interaction
- Provide site amenities that aid in the comfort of users.
- Promote outdoor teaching opportunities to support diversity in the campus environment.

Goal #7: Promote Sustainability and Enhance Natural Man-Made Resources

These areas of this goal will be met:

- Promote functional, aesthetic, accessible and ecologically sound considerations.
- Advocate for the use of sustainable materials with all landscape plantings.
- Determine plant associations present in given locales and their appropriateness relative to their native habitat, soil conditions and microclimate.
- Encourage long-lived, predominately indigenous and low maintenance plants for future use.

Major Parts of the Project

-Arboretum using existing plants, and possibly additional plants. This would showcase the specimen plantings on the campus. This could be used by both the community and classes at Gavilan. Other campuses in the area, both secondary and post-secondary could utilize the arboretum.

-Outdoor classroom spaces. Two areas are suggested for outdoor classrooms: one adjacent to the small pond (called Gavilan Creek on the map), and the other to the south of the

Lower Pond. Seating could be additional large boulders as suggested by the Landscape Master Plan.

-Botanical garden to be created using California native plants to represent the historical flora of the Gilroy area. This could use both existing plants and new specimens. It is proposed that the botanical garden would include areas surrounding the upper and lower ponds, and the Gavilan Creek. (This is highlighted on the attached map.) This would involve creating a grassland to re-create the original native landscape in the area between the Life Science, Chemistry buildings and the lower pond. It would also include a re-vegetation of the Gavilan Creek to re-create the original plant community of the creek.

This could be used by both the community and classes. They will provide traditional as well as service-learning opportunities. Other campuses in the area, both secondary and post-secondary could utilize the botanical garden.

There is also the potential for community involvement in the creation of the garden. It is hoped that partnerships will be developed with community organizations such as The California Native Plant Society, local water districts and resource conservation district.

It is also hoped that this project will improve the appearance of the areas of the campus that are included in the plan. Since these will be appropriate native plants, they will require no supplemental irrigation once established, and should also require less maintenance.

Proposed phases:

Phase 1:

Arboretum:

- Contact local experts in horticulture and botany
- Review original landscape plans
- Tour of campus and catalogue existing plants
- Create labels and map of plants
- Create self-guided tour

Phase 2:

Botanical garden, General

- Secure funding
- Contact local experts in horticulture and botany
- Review original landscape plans
- Tour of campus and catalogue existing plants
- Develop plans for planting, temporary irrigation, pathway and maintenance.

Phase 3: Gavilan Creek and pond Re-vegetation

Phase 4: Outdoor Classroom Development

Phase 5: Meadow planting

Suggested Funding Sources:

- STEM
- local water districts
- resource conservation district
- California Native Plant Society
- Native grass societies

Conclusion

This project represents many exciting possibilities. Each phase could be pursued independently. The arboretum would be the simplest and least expensive phase of the project. The botanical garden offers the greatest potential benefit for classes at Gavilan and other colleges and high schools. Both the arboretum and the botanical garden offer great opportunities for a cooperative effort with San Jose State University. Students could also possibly earn service learning credits through involvement with any of the aspects of the project. This project meets numerous goals of the Gavilan College Landscape Master Plan, promoting sustainability, enhanced education and community involvement.

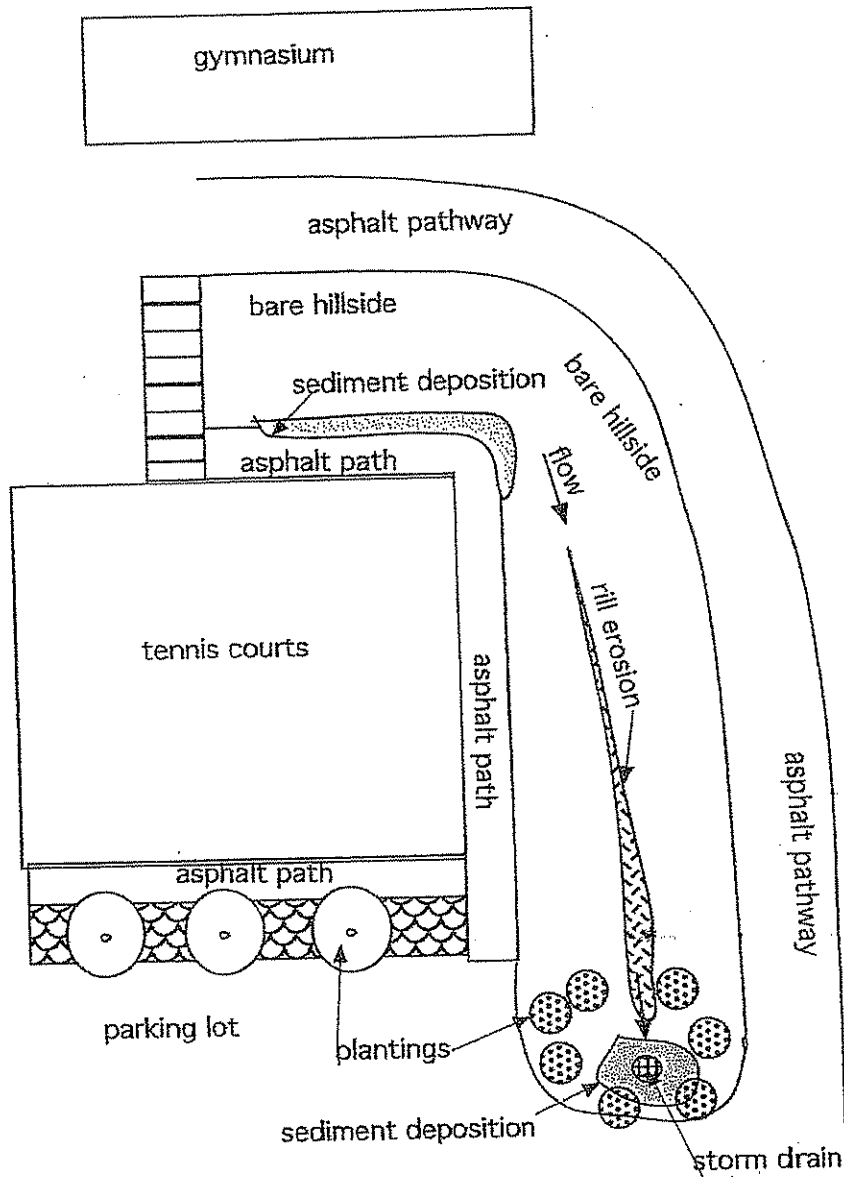
Erosion control project at northwest corner of parking lot H

Moderate erosion has been observed in new landscape in area leading into drain box at northwest corner of parking lot H. The erosion has created a channel leading into the drain box, and is causing sediment to be deposited into the drain, potentially clogging the drain pipe and introducing sediment into the municipal storm drain system. (see attached drawing) The following recommendations for correction of the erosion and sedimentation were made by Jim McKenna, Certified Erosion and Sediment Control Specialist:

1. The sources of water and sediment are likely from the tennis courts, the asphalt road/pathway and hillside between the gym and tennis courts. The hillside between the gym and tennis courts should be treated to reduce erosion and subsequent sedimentation.
2. The channel cross section should be re-shaped from a "vee" to a trapezoid.
3. The channel should be lined with a suitable material to resist anticipated erosive forces. Particular attention should be paid to the steeper gradient approximately 20 feet upslope from the drain box.
4. An alternative or additional treatment would involve installing a underground pipe that would direct water from the northwest corner of the tennis courts to the drain box at northwest corner of parking lot H. This would divert water from the channel above the drain box at the northwest corner of parking lot H.

This could be a great learning opportunity for students in ecology and other biology classes. They would learn the basic fundamentals of erosion and sediment control. They would determine appropriate plantings, comparing annual versus perennial plants. A possible experiment would involve test plots of alternative treatments (mulch only, planting only, planting plus mulch, erosion control blanket) on the hillside. The effectiveness of the treatments could be evaluated by using sediment collection containers at the bottom of the various treatments.

There is a two-inch water main in the proximity of the area that could be used to irrigate plantings during the upcoming dry season. It appears that there is an adjacent remote control valve that may have wires that could be used for automated control of irrigation.



PARKING LOT "H" at TENNIS COURTS
 EXISTING SEDIMENT AND EROSION ISSUE CONCEPT
 (not to scale)

Erosion Control Project: Application of Ecology 1 Student Learning Outcomes

STUDENT LEARNING OUTCOMES:

1. The student will explain how energy and nutrients cycle within and through ecosystems and describe how these cycles can be disrupted by human activities.

ILO: 1, 2, 7

Measure: Written exam, homework

Application to erosion control project: Students study the cycling of energy and nutrients, including the water cycle. By observing the erosion that occurred at parking lot H, students are able to see how human activities interfere with the normal cycling of water, creating erosion and sedimentation.

2. The student will describe the various factors affecting the distribution and abundance of living organisms on Earth.

ILO: 1, 2, 7

Measure: Written exam, homework

3. The student will evaluate how humans influence air and water quality, climate, and biodiversity and propose strategies for lessening human impacts on the environment.

ILO: 1, 2, 7

Measure: Written exam, homework, lab reports, term project

Application to erosion control project: By observing the erosion at parking lot H, students will be able to see how humans influence water quality. By installing the suggested treatments, they will be able to observe strategies to lessen human impact on the environment.

4. The student will compare and contrast the physical characteristics and adaptations of flora and fauna of a variety of local ecosystems.

ILO: 1, 2, 5, 7

Measure: Written exam, lab reports

5. The student will cooperatively research, produce, and present with a group of other students a term project that analyzes the environmental, social, and economic impacts of a particular environmental issue and evaluates the efficiency and effectiveness of the democratic process in dealing with these complex issues.

ILO: 1, 2, 3, 4, 6, 7

Measure: Term Project

Application to erosion control project: By testing the different potential treatments (as suggested in the proposal) for the erosion at parking lot H, students will be able analyze the environmental and economic impacts of the possible treatments.