**TOWN OF LOS GATOS**

**COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO: 06

DESK ITEM

DATE: May 05, 2026

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute an Agreement for Services with FieldTurf USA, Inc.**

REMARKS:

Attachment 2 includes comments received from the public before 11:00 AM on 5/5/26.

Attachments Received with May 05, 2026, Staff Report:

1. Agreement for Services

Attachments Received with this Desk Item:

2. Public Comments

PREPARED BY: Tyler Thomas
Superintendent

**From:** Cynthia Fan
**To:** Council
**Cc:** Clerk
**Subject:** today's agenda item 6: Creekside Turf Maintenance Contract: Requested Amendments
**Date:** Tuesday, May 5, 2026 11:04:36 AM

[EXTERNAL SENDER]

Dear Mayor Moore and Councilmembers,

Thank you for maintaining the Creekside artificial turf system and for considering the proposed maintenance contract. I appreciate the Town's continued attention to upkeep. I encourage Council to ensure that the topics below are discussed publicly during consideration of agenda item 6 at today's council meeting, so that community members have full transparency into staff's rationale for adopting or not adopting these recommended changes to the maintenance plan and contract.

This letter comments on the staff report and maintenance contract currently before Council (Citations A, B). I respectfully ask that Council direct staff to incorporate the following amendments into the maintenance contract and/or formal maintenance program.

## 1. ENVIRONMENTAL PROTECTION AND CONTAINMENT OF PLASTIC MATERIAL

On Friday, May 1, 2026, I documented conditions at Creekside Park with photographs and video. View them here: https://tinyurl.com/creekside-pollution-may-2026

The images and video show that the artificial turf plastic carpet fibers and crumb rubber infill migrate beyond the artificial turf system into surrounding soils, hardscape, and drainage areas. Concerningly, some of the drains are labeled as emptying into Los Gatos Creek. In addition, this pollution can be found having migrated beyond the park's fenced perimeter on multiple sides of the park, including the creek corridor.

Plastic carpet fibers and crumb rubber that leave the artificial turf system and reach Los Gatos Creek are not a minor housekeeping matter. They are a source of microplastic pollution and chemical contamination in a waterway.

Peer-reviewed research has documented that artificial turf plastic fibers are transported through stormwater and drainage pathways and detected in surrounding environments, including surface waters, with some studies estimating that a single artificial turf system can lose hundreds of millions of fibers annually (Citation C).

Crumb rubber infill qualifies as a microplastic under the European Chemicals Agency definition of plastic particles smaller than 5mm. Researchers from Yale and other institutions published a 2024 paper in Environmental Science and Technology arguing that other nations should follow the European Union's ban on crumb rubber as a microplastic (Citation D). Crumb rubber is also the subject of a developing body of scientific research documenting serious risks to aquatic environments. A chemical called 6PPD-quinone forms when a common tire rubber antioxidant reacts with atmospheric ozone. Studies published in Science and Environmental Science and Technology Letters have identified 6PPD-quinone as the cause of mass mortality events in coho salmon returning to urban streams, and have confirmed acute lethal toxicity in rainbow trout and brook trout at concentrations found in urban stormwater runoff (Citations E, F). Crumb rubber stormwater runoff also introduces elevated zinc concentrations linked to rubber vulcanization chemistry. Los Gatos Creek is a receiving water for stormwater from this site.

This documentation is provided as evidence of the existing microplastic migration problem and as the basis for the contract requirements requested below. I ask that Council direct staff to develop a formal containment plan and/or incorporate the following requirements directly into the vendor contract. Plastic carpet fibers and crumb rubber that leave the artificial turf system are environmental pollution, whether they end up in surrounding soils, on sidewalks, in parking lots, in storm drains, or in Los Gatos Creek. The goal of these requirements is to ensure that synthetic materials are captured and disposed of properly, not dispersed into the surrounding environment.

**1a. CONTRACT AMENDMENT — Collect and Dispose of Microplastics Escaping the Artificial Turf System**

The contract should explicitly require:

• Frequent removal of loose artificial turf plastic carpet fibers from the artificial turf system

• Frequent removal of artificial turf plastic carpet fibers and crumb rubber infill from all areas surrounding the artificial turf system, both within and beyond the fenced perimeter, including soils, hardscape, sidewalks, parking areas, and curbs

• Active prevention measures to stop migration of both materials off-site in any direction, including but not limited to the creek side of the park

• Collected materials to be disposed of properly, not blown, washed, or otherwise transferred into the surrounding environment (Citations C, D)

### 1b. CONTRACT AMENDMENT — Increase Sweeping Frequency

The contract should require that the sweeping frequency chosen, whether performed by the vendor or by staff, be documented and supported by evidence that it is effective at preventing off-site migration of plastic carpet fibers, crumb rubber, and trash left on the artificial turf system. The frequency and any adjustments to it should be recorded so that the Town can evaluate whether the schedule is achieving its intended purpose.

### 1c. CONTRACT AMENDMENT — Prohibit Blowing Microplastics Off-Site or Into Drains

The contract should prohibit use of leaf blowers or similar air-blast equipment in any area where operation may disperse plastic carpet fibers or crumb rubber infill outside the fenced perimeter, toward any storm drain or drainage inlet, into surrounding soils, toward neighboring property, or toward the Los Gatos Creek corridor.

### 1d. CONTRACT AMENDMENT — Confirm Drain Filtration On-Site and Off-Site

The contract should require confirmation that all nearby storm drains, including any on adjacent property, have effective filtration or capture systems in place.

Question for staff: If storm drain filters exist, what is the pore size of those filters? Are they capable of capturing nanoplastics? And what happens when the filters fill with debris? Is there a risk that stormwater carrying plastic carpet fibers and crumb rubber can overflow into Los Gatos Creek?

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## 2. ARTIFICIAL TURF SYSTEM HARDNESS AND GMAX SAFETY MONITORING

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GMAX is a standardized measure of how hard a surface is on impact. Higher values indicate a harder surface and greater potential for head injury. Artificial turf systems can develop significant hardness variation across different zones, particularly in high-use areas such as goal mouths and midfield. The crumb rubber infill layer is what provides cushioning underfoot, but during play it gets displaced from high-traffic areas and also migrates gradually due to wind and rain. Over time, the infill layer becomes too thin in some zones and too thick in others, creating localized hard spots. Because this layer sits buried within the plastic carpet fibers, variations in its thickness are difficult to detect with the naked eye. Unlike natural grass, where compaction appears as visible wear, artificial turf remains uniformly green despite the loss of underlying

cushioning. This makes hazardous conditions invisible to users.

A Saratoga High School soccer player wrote in her school newspaper about sustaining a concussion after striking the surface of the school's artificial turf system that appeared normal, a real-world example of how visual uniformity can mask underlying safety risk.

**2a. CONTRACT AMENDMENT — Give Infill Adequate Settling Time for a Meaningful System Hardness Assessment**

The current contract does not appear to specify any required relationship between maintenance work and the timing of GMAX testing. This is a significant gap. Tests taken right after grooming, brushing, or infill work may read artificially soft, since the surface has not yet settled back to typical playing conditions, and a falsely low reading provides no meaningful safety assurance. The contract should require that GMAX testing be conducted only after adequate settling time following any maintenance activity. I'm interested to know how much time professionals recommend.

**2b. CONTRACT AMENDMENT — Increase Frequency of GMAX Testing**

The contract should require seasonal GMAX testing throughout the year. The current contract appears to require only one test per year, which is insufficient for a heavily used artificial turf system like Creekside's. The Sports Turf Managers Association (STMA) states directly that testing once per year is not likely to hold up in a liability court case, and that to ensure field safety, sports turf managers at all facility levels are advised to test throughout the season. (Citation G) The contract should be revised accordingly.

**2c. CONTRACT AMENDMENT — Increase Frequency of Infill Redistribution**

The current contract provides for maintenance only twice per year. Brushing twice a year is inadequate to maintain safe and consistent surface conditions. The contract should require routine brushing of the turf system every 4 to 6 weeks, consistent with FieldTurf maintenance guidance (Citation H). Brushing redistributes infill that migrates over time due to concentrated use, drainage patterns, and wind. Without regular redistribution, infill migrates away from high-traffic zones, creating uneven surface conditions and localized hard spots that elevate GMAX readings.

This should be a defined contractual obligation, not an informal practice.

**2d. STAFF POLICY REQUEST — Notify Users and Parents When the Artificial Turf System Is Dangerously Hard**

Because this notification obligation inherently falls on the Town rather than the vendor, I ask that Council direct staff to adopt a policy requiring that:

• When any GMAX reading exceeds 164, the Synthetic Turf Council's (STC) recommended safety threshold (Citation I), the Town actively notifies field users and parents of current conditions

• The notification method (field signage, email alerts, or posted notice) is clearly defined and consistently applied

Field hardness is not visible and cannot be assessed by users during play. Parents have no way of knowing whether the surface their child is playing on has exceeded the industry safety standard. To understand why the 164 threshold matters, some context is helpful.

Some GMAX test reports do not flag values below 200 as concerning. However, 200 is not a safety target. It is the point defined in ASTM International standard F1936 at which life-threatening head injuries may be expected to occur. When an artificial turf system reaches that level, it is considered a substantial product hazard under 16 CFR Section 1115.6 because it poses an "unreasonable risk of serious injury or death" (Citation J).

STC's cap of 164 GMAX is a standard intended to provide assurance an artificial turf system has not become unsafely hard. A surface reading above 164 but below 200 can not be considered safe merely because it has not yet crossed the life-threatening threshold of 200 GMAX. It has exceeded the 164 GMAX threshold that the industry's leading safety standard considers acceptable for play. Parents deserve to know when that happens, i.e. when the artificial turf has become harder than 164 GMAX, so they have the option to make informed decisions about whether to subject their children to the risks of doing sport on an artificial turf system that has reached this level of degradation, with dangerously hard zones not detectable by the naked eye. This is a critical disclosure given the well-documented risks of concussion and long-term chronic traumatic encephalopathy (CTE) associated with repeated head impacts.

Repetitive sub-concussive head impacts can cause the brain disease Chronic Traumatic Encephalopathy (CTE) and derail a child's future. A single concussion can change the course of a child's life.

- CTE is a degenerative brain disease that can cause problems with mental health, sleep, and cognition. Advanced CTE frequently causes dementia.
- Recent research has revealed that it is the *cumulative* force of head hits, even if those hits were not diagnosed as concussion, that is the biggest predictor of

developing CTE later in life.

- After a concussion, children are 40% more likely to develop new mental health disorders, require psychiatric hospitalization, and engage in self-harm than children with non-concussive injuries.
- Individuals with a history of concussion are twice as likely to die by suicide.
- One in five high school sports concussions **are caused by surface impac**t.
- Concussion risk and severity are partly **determined by field conditions**
- One turf industry veteran said colliding with hardened turf can be like hitting "frozen Earth or concrete."
- An artificial turf field designer said not testing for surface hardness is like playing "Russian roulette".

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Thank you for your consideration of these requests.

Sincerely,
Cynthia Fan

P.S. Since the turf study that the Town Council commissioned (back in September of 2024) would, in support of protecting our environment and Creekside Park users, presumably address topics like the limits of the effectiveness of mitigations for pollution and field hardness, I'm surprised staff opted not to reference the turf study findings in this agenda item's staff report. During discussion of this agenda item, could you please ask staff to verbally share brief highlights of what they learned about environmental pollution and field hardness from the Town's turf study, along with an estimate of when the turf study report's first draft will undergo its initial review by the Town's Parks and Sustainability Commission?

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**CITATIONS**

Citation A: 5/5/26 Town Council Agenda Item 6: Staff Report.
https://mccmeetingspublic.blob.core.usgovcloudapi.net/losgatos-meet-3744f4da1cc54d5bb6ac8bdea3608087/ITEM-Attachment-018-8e58f5a144404f6289457ef99f4990a1.pdf

Citation B: 5/5/26 Town Council Agenda Item 6: FieldTurf Maintenance Contract.
https://mccmeetingspublic.blob.core.usgovcloudapi.net/losgatos-meet-3744f4da1cc54d5bb6ac8bdea3608087/ITEM-Attachment-006-f259f70a2fc74557bd0b18f5a70d1ec9.pdf

Citation C: de Haan WP et al. (2023). The dark side of artificial greening: Plastic turfs as widespread pollutants of aquatic environments. Environmental Pollution, 334:122094.
https://doi.org/10.1016/j.envpol.2023.122094

Citation D: Landrigan PJ et al. (2024). The European Union Ban on Microplastics Includes Artificial Turf Crumb Rubber Infill: Other Nations Should Follow Suit. Environmental Science and Technology, 58(6), 2591-2594.
https://pubs.acs.org/doi/10.1021/acs.est.4c00047

Citation E: Tian Z et al. (2021). A ubiquitous tire rubber-derived chemical induces acute mortality in coho salmon. Science, 371(6525), 185-189.
https://www.science.org/doi/10.1126/science.abd6951

Citation F: Brinkmann M et al. (2022). Acute Toxicity of the Tire Rubber-Derived Chemical 6PPD-quinone to Four Fishes of Commercial, Cultural, and Ecological Importance. Environmental Science and Technology Letters, 9(4), 333-338.
https://pubs.acs.org/doi/10.1021/acs.estlett.2c00050

Citation G: Sports Turf Managers Association (STMA) Field Hardness Testing Guidance.
https://www.stma.org/wp-content/uploads/2019/09/Field-Hardness-Testing-STMAInstitute-logo.pdf

Citation H: FieldTurf Maintenance Guidelines (brushing frequency 4 to 6 weeks per page 4).
https://fieldturf.com/workspace/uploads/files/fieldturf_brochure_maintenance-guidelines_apr2017_006.pdf

Citation I: Synthetic Turf Council (STC) industry guidance.
https://www.syntheticturfcouncil.org/page/Glossary?hhsearchterms=%22shock+and+pad%22

Citation J: 16 CFR Section 1115.6 (Substantial Product Hazard).
https://www.law.cornell.edu/cfr/text/16/1115.6