



Item No. 12 Town of Atherton

CITY COUNCIL STAFF REPORT – PUBLIC HEARING

**TO: THE HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: LISA COSTA SANDERS, TOWN PLANNER
NEAL MARTIN, PLANNING CONSULTANT**

DATE: APRIL 15, 2020

**SUBJECT: CITY COUNCIL ADOPTION OF AN INITIAL STUDY, MITIGATED
NEGATIVE DECLARATION AND MITIGATION MONITORING AND
REPORTING PROGRAM, CONDITIONAL USE PERMIT, AND DIRECTION
TO STAFF TO NEGOTIATION AN AGREEMENT WITH MENLO SCHOOL
AND MENLO COLLEGE FOR A STORMWATER CAPTURE FACILITY AT
30 ALEJANDRA AVENUE (APN 070-250-190) TOWN OF ATHERTON**

**CITY COUNCIL MEMBERS: PLEASE REMEMBER TO BRING YOUR COPY OF THE
STORMWATER CAPTURE PROJECT IS/MND TO THE MEETING**

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct the public hearing;
2. Accept public comment;
3. Approve Resolution 2020-XX adopting the Findings of Fact, approving an Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and Conditional Use Permit for the Cartan Field Stormwater Capture Project; and
4. Direct staff to negotiate an Agreement with Menlo School and Menlo College for the Cartan Field Stormwater Capture Project.

BACKGROUND

The project includes construction, maintenance, and operation of a stormwater capture facility at Cartan Field on the campuses of Menlo College and Menlo School located at 30 Alejandra Avenue. The field is located at the northwest corner of El Camino Real and Alejandra Avenue. Single family

residences are located to the west of the field, the Atherton Channel and single-family residences are located to the north and the College is located to the south with El Camino Real along the eastern side of the field. The Cartan Field land and real property are owned by an entity called “Menlo School and Menlo College, a California Nonprofit Public Benefit Corporation” (Owner) governed by a Board of Trustees composed of representatives from both the school and college. This corporation is also known as the “Supporting Charity.”

The site is zoned Public Facilities and Schools (PFS), with a corresponding General Plan land use designation of Public Facilities and Schools.

As described by the City Manager in the application, the Town of Atherton (Town) prepared a Drainage Study Update (2015) which identified the need for a stormwater detention/storage facility to reduce flooding associated with Atherton Channel. Additionally, the Town is required to comply with the Municipal Regional Permit (MRP) conditions issued by the San Francisco Bay Regional Water Quality Control Board for storm water quality. The MRP requires all permittees to implement green infrastructure improvements to reduce the amount of mercury and polychlorinated biphenyl (PCB) in stormwater discharges to the San Francisco Bay.

The Town retained an Engineering firm to design a stormwater capture facility that would alleviate local and downstream flooding through stormwater detention and meet MRP pollutant reductions by capturing dry weather and a portion of wet weather flows.

PROJECT DESCRIPTION

The project is proposed to be located at Cartan Field, an approximate 15-acre sports complex that consists of various athletic fields and courts (e.g., baseball, football, tennis) primarily associated with the private Menlo College (addressed at 1000 El Camino Real) and Menlo School (addressed at 50 Valparaiso Avenue) institutions. The portion of Cartan Field where the stormwater capture facility would be located is in the northwest corner of the Cartan Field site in the outfield of the northern baseball diamond.

The proposed Project would consist of the construction and operation of:

- A new underground storage tank with capacity to store up to 9 acre-feet of water (approximately 2.9 million gallons),
- New diversion structures located within the Atherton Channel, including a rubber dam and inlet structure, that would divert storm water flows from the Atherton Channel to the new underground storage tank via pipe that is approximately 54-inches in diameter,
- Reconfiguration of approximately 20 to 40 feet of the existing trapezoidal channel to a rectangular cross-section (with vertical side walls) to accommodate the rubber dam and drop inlet,
- New below-ground structures and equipment to filter and remove mercury, PCBs, and other pollutants from stormwater flow,

- New below-ground structures to return the treated storm water to the Atherton Channel, including a pipe that is approximately 12-inches in diameter, pump station, and stormwater treatment equipment,
- Maintenance-related equipment and facilities such as manholes, valves, treatment vaults, etc.,
- Potential equipment and facilities for use of treated stormwater in irrigation systems (involving potential human contact).

Construction is expected to take a total of 18 months beginning around late spring/early summer of 2020. The project is planned to be in full operation by the end of 2021.

Access to the site will occur via an access road off Alejandra Avenue and the staging area will be located on site at the baseball field and potentially the tennis courts parking lot or areas along the access road.

PROJECT COMPONENTS

The proposed project consists of two basic applications: a Conditional Use Permit to allow the construction, operation, and maintenance of the Stormwater Capture Facility, and a Development Agreement. Initially, the Agreement for use has been proposed as a Development Agreement between the Town and Menlo School and Menlo College (referred to as the Owner), provides for the Owner to dedicate to the Town a perpetual easement for purposes of constructing, reconstructing, maintaining, and operating the Project. The Agreement could be in the form of a Development Agreement, presented herein, or a Joint Use Agreement. Both Agreements would have similar terms and conditions. The proposed Development Agreement has been provided to the School and College; but, final comments have not yet been returned. At this time, staff is only recommending that the Council direct staff to complete the negotiations with the School and College.

In exchange for use of the site, the Town would agree to the items listed below:

- Existing Conditional Use Permits granted to Owner in the past will continue to remain in full force and effect in the future.
- Reasonable consideration of future Conditional Use Permits, including certain procedural rules.
- Not to impose enrollment caps and/or Transportation Demand Management conditions as part of the Town's Conditional Use Permit application for the Stormwater Capture Facility.
- Assistance in meeting the Owner's regulatory stormwater detention and/or treatment requirements (C.3 requirements) for future projects.

ANALYSIS

1. Environmental Benefits of Project

The proposed project will provide the environmental benefits of flood management and water quality improvement. Real-time control operations will allow the facility to target the peak runoff from

storms, allowing the facility to reduce the peak flow rate by 100 cfs for all flooding design storms simulated (e.g., 5-, 7-, 10-, and 100-year 24-hour storms consistent with flood modeling in the area). Additional benefits of the facility include an estimated average annual capture volume of 155 acre-feet and load reductions of 4.9 grams/year of PCBs and 9.8 grams/year of mercury. A pre-treatment device and removal of trash from Atherton Channel would also assist the Town in complying with MPR trash reduction requirements.

2. Construction Traffic, Access, and Schedule

As discussed in the Initial Study/Mitigated Negative Declaration (IS/MND), the main transportation impacts related to the project are associated with construction of the facility. It is assumed that there would be 24 employees on site during project construction. It was conservatively assumed that all 24 employees would arrive during the a.m. peak hour and leave during the p.m. peak hour. The truck trips per hour (converted to passenger car equivalent, or PCE trips) plus the employee trips were then added together to calculate the total number of peak hour vehicle trips.

During the excavation and off-haul period, the proposed project is expected to generate an average of 29 truck trips (44 PCE trips) per day plus 48 employee trips per day. This results in three truck trips (five PCE trips) and 24 employee trips during both the a.m. and p.m. peak hours for a total of 29 a.m. and p.m. peak hour trips in the excavation and off-haul phase.

During the vendor delivery period, an average of 2 truck trips (4 PCE trips) per day, including one truck trip (two PCE trips) during the a.m. and p.m. peak hours, are expected.

The overlap of the excavation, off-haul, and stockpile phases is expected to generate an average of 31 truck trips (48 PCE trips) per day plus 48 employee trips per day, including 4 truck trips (7 PCE trips) during both the a.m. and p.m. peak hours.

The traffic study found that the truck routes to and from Cartan Field would be primarily on state highways and able to temporarily accommodate the estimated 31 additional peak hour trips during the six-month maximum excavation, off-haul, and vendor overlap period.

The project site would be accessed from a driveway off Alejandro Avenue, approximately 750 feet west of El Camino Real. The entrance driveway is narrow and constrained by two redwood trees spaced 14-feet apart at the driveway entrance. W-Trans (2019) performed access and turning movement analyses for trucks entering and exiting the driveway, as well as turning on to and off of El Camino Real, onto Alejandra Avenue. The analysis determined there are adequate roadway widths to support one-way traffic into and out of the access driveway; however, simultaneous access into and out of the site at the driveway location is not possible because of the redwood trees constraining the driveway width, and that flaggers are needed to facilitate access into and out of the site. The Town's municipal code requires the preparation of a Construction, Operation, and Parking (COP) plan which would incorporate the recommendations of the W-Trans traffic study (trucks accessing the site should be directed to travel solely on designated truck routes and require flaggers at El Camino Real/Alejandra Avenue and Alejandra Avenue and the project driveway.) Preparation of the plan would ensure that circulation is maintained in a safe manner for all modes of transportation

(bicycles, pedestrians, transit service) during construction. Additionally, construction traffic would be restricted to the hours set forth through by municipal code Title 15.40.140 Operation of vehicles for pick-ups and deliveries (8 a.m. to 5 p.m.)

Construction is expected to take a total of 18 months beginning around late spring/early summer of 2020. The project is planned to be in full operation by the end of 2021.

3. Return of Baseball Surface Use

Upon completion of the Stormwater Capture Facility construction, the Menlo School baseball field will be returned to its original use and configuration. Any facilities damaged or removed during construction will be restored in a like condition. The only above ground facilities associated with the Stormwater Capture Facility will be the in-stream inflatable rubber dam, the 140 square foot fiberglass enclosure housing the air compressor and pump station control panel, and manhole covers for tank and equipment access. Alternatively, the School and College may accept remittance of an amount of funds identified for this purpose into a fund for their use in future renovation of the field and the field would be left “as is” post construction.

4. Tree Removal

The project may require the removal of two Coast live oak trees, one of which may be a Heritage Tree as defined by the Atherton Municipal Code. Tree #116, as described in the Preliminary Arborist Report, prepared by HortScience, Inc., April 2013, is a 13-inch diameter Coast live oak in moderate condition, which does not meet the AMC definition of a Heritage Tree (i.e., equal to or greater than 15.28-inches in diameter). Tree #116 may need to be removed due to its proximity to the proposed channel reconfiguration and drop inlet construction. The tree’s diameter, and its exemption from Heritage Tree status, will be reconfirmed by a qualified arborist prior to its removal.

A second Coast live oak located on the north bank of the Channel, west of the project site within the Town’s drainage easement, but apparently associated with the property located at either 35 or 49 Isabella Avenue, may need removal because its roots are damaging the channel lining. This tree was not included in the Preliminary Arborist Report cited above. However, it visually appears to have a diameter greater than 15.28-inches; thereby qualifying as a Heritage Tree. As the project design progresses, and if it is determined that the tree needs to be removed, an arborist evaluation will be completed. If it is a Heritage Tree, the Town will apply to the Planning Commission for a Heritage Tree Removal Permit. Replacement plantings will be proposed as required by the Municipal Code and the “Heritage Tree Removal and Replacement” proposed Condition of Approval.

5. Consistency with General Plan and Zoning

The adopted Atherton General Plan Land Use Diagram designates Cartan Field for “Public Facilities and Schools”. The Stormwater Capture Facilities is a public flood management and water quality facility, similar to a public utility, that is considered a public and quasi-public land use.

The General Plan, Land Use Element text description of Public and Quasi-Public Land Use states: “This land use category typically includes the types of activities and facilities which are generally recognized to be more conveniently provided by public or quasi-public agencies than by the private sector. Such uses include utilities such as water, sewer and power, basic facilities such as local government and schools, and services such as police and fire protection.” Public and quasi-public land uses are designated “Public Facilities and Schools” on the General Plan Map are zoned PFS. The Stormwater Capture Facility is considered a public and quasi-public land use that is consistent with the General Plan Land Use Diagram and text.

The Zoning Ordinance text description of the Public Facilities and Schools zoning district states: “The public facilities and schools (PFS) district provides for the development of public uses (e.g., town hall, town corporation yard, public utilities, etc.) and schools (both public and private), consistent with the town’s general plan. Other appropriate uses may include churches, country clubs, and other assembly and civic uses upon issuance of a conditional use permit. It does not provide for the development of residential uses except for convent housing, teacher housing, student housing, and other residential uses when associated with primary nonresidential use of the same property with a conditional use permit.” The Stormwater Capture Facility is considered a public use that is consistent with the Zoning Map and PFS district text description.

FINDINGS

Proposed findings for the Mitigated Negative Declaration, Conditional Use Permit and Development Agreement are included in City Council draft Resolution 2020-XX.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

An Initial Study and Draft Mitigated Negative Declaration was prepared and circulated for public review prior to consideration of the Conditional Use Permit and Development Agreement Ordinance by the Planning Commission and City Council. That environmental document contains recommended mitigation measures to minimize potential impacts. Those mitigation measures have been incorporated as recommended conditions in the Draft Conditional Use Permit Certificate. Further, a Mitigation Monitoring and Reporting Program has been prepared as required by California Code of Regulation Section 15091 (d) and is proposed for adoption.

It is recommended that the City Council adopt the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program.

CONDITIONAL USE PERMIT

It is Planning Staff’s professional opinion that the proposed Stormwater Capture Facility is consistent with the term “Public Facility” that requires the issuance of a Conditional Use Permit pursuant to Section 17.36.030 of the Atherton Municipal Code. Further, it is Planning Staff’s professional opinion that the proposed use would not be detrimental or injurious, is consistent with the primary use of the site as a school, that the number of trees proposed for removal has been minimized, that adequate provisions have been made to accommodate traffic, that adequate parking is available both

during and after construction, and that proposed conditions of approval will minimize impacts.

It is recommended that the City Council approve the Conditional Use Permit with the Conditions of Approval contained in the draft Certificate of Approval.

DEVELOPMENT AGREEMENT

Atherton Municipal Code section 17.07 provides the procedures for the Town to adopt Development Agreements. Development Agreements are contractual agreements between the Town and a private property owner and can include the permitted uses of the property, intensity of use, dedication of land for public purpose and community benefits. It is Planning Staff's professional opinion that the proposed Development Agreement is in the best interests of the Town and will facilitate the construction of a needed public flood management and water quality facility. Further, the proposed project is consistent with the Town's General Plan, Zoning Ordinance and any other applicable land use controls or development policies that have been adopted by the City Council.

The Planning Commission has recommended that the City Council introduce and conduct the first reading of the attached Ordinance 2020-XX Adopting the Cartan Field Project Development Agreement. However, because the School and College have not yet completed their review of the Agreement due to the intervening emergency, staff recommends that the Council direct staff to finalize negotiations with the School and the College for the Project. An agreement would return to the Council at a future date for approval.

PLANNING COMMISSION RECOMMENDATION

At its March 25, 2020, regular meeting, the Atherton Planning Commission reviewed the proposed project, including the Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Conditional Use Permit and Development Agreement, at a public hearing. At the conclusion of the public hearing, the Planning Commission unanimously adopted Resolution 2020-1 recommending the City Council adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, approve the Conditional Use Permit, and adopt the Development Agreement Ordinance.

SUBSEQUENT AGENCY REVIEW

Subsequent to City Council action, the project will require additional State and federal reviews and approvals. In order facilitate those reviews, Public Works and Planning Staff and consultants met with representatives of the U. S. Army Corps of Engineers, California Department of Fish and Wildlife, and San Francisco Bay Area Regional Water Quality Control Board in an "early Interagency consultation" on November 14, 2019. Issues discussed included proposed alterations to the Atherton Channel, mitigation of potential impacts to rare and endangered species, quantities of pollutants (mercury and PCB's) proposed to be removed and other similar topics. The benefits of this early consultation include heightened agency awareness of the project, early recognition of potential problems and the ability to address concerns in the project design phase. This gives the Town confidence to move forward with the design of the project knowing there are not any red flags in the

agencies eyes or measures the agencies want to impose that the Town would have difficulty committing to.

The U. S. Army Corps of Engineers will be the lead permitting authority in this process. The project will require the following permits:

- Federal Clean Water Act Section 404 Nationwide Permit.
- Federal Clean Water Act Section 401 Water Quality Certification.
- California Fish and Game Code Section 1600 Streambed Alteration Agreement.
- Regional Water Quality Control Board Construction General Permit.

POLICY FOCUS

The State of California Public Resources Code Section 21000 et seq. requires public agencies to consider a final Environmental Impact Report, negative declaration or another authorized environmental document before granting approval to a project subject to the California Environmental Quality Act (CEQA). The proposed Stormwater Capture Facility Project is a project subject to CEQA. The Town contracted with MIG, Inc., a qualified environmental company, to prepare an Initial Study, draft Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program; reports intended to comply with the requirement. Further, those reports were processed through the required public review procedures. The Atherton Planning Commission and City Council considered the environmental effects of the project before acting on the project.

Atherton Municipal Code (AMC) Section 17.12.030 A. requires all uses subject to the issuance of a Conditional Use Permit be consistent with the general plan and all applicable provisions of the AMC zoning title. This Staff Report and proposed Resolution 2020-XX contains analyses and findings of the proposed project's consistency with the Atherton General Plan and zoning title.

Atherton Municipal Code section 17.07 requires that proposed projects subject to a Development Agreement be consistent with the Town's General Plan, Zoning Ordinance, and any other applicable land use controls or development policies that have been adopted by the City Council. This Staff Report and proposed Ordinance 2020-XX contains analyses and findings of the proposed project's consistency with the Atherton General Plan and zoning title.

PUBLIC NOTICE

A public hearing and public notice are required prior to City Council consideration of this report. Public notification was achieved by mailing a notice to all property owners within a 500-foot radius of 30 Alejandra Avenue and posting the notice on the Town Bulletin Boards at least ten days prior to the meeting. Notification was also achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park

Fire District, service provides (water, power, and sewer), and regional elected officials.

FISCAL IMPACT

All costs associated with this project are paid for by the Town of Atherton from the Stormwater Capture Project budget that may subject to reimbursement by the State of California.

COMMISSION/COMMITTEE FEEDBACK/REFERRAL

This item X has or has not been before a Town Committee or Commission.

- Audit/Finance Committee (meets every other month)
- Bicycle/Pedestrian Committee (meets as needed)
- Civic Center Advisory Committee (meets as needed)
- Environmental Programs Committee (meets every other month)
- Park and Recreation Committee (meets each month)
- X Planning Commission (meets each month)
- Rail Committee (meets every other month)
- Transportation Committee (meets every other month)

Attachments:

1. Application
2. City Manager’s Letter to Planning Commission
3. Project Plans (3)
4. Planning Commission Resolution 2020-1
5. Draft City Council Resolution 2020-XX including:
 - a. Findings
 - b. Exhibit A – CEQA Documents including:
 - i. IS/MND, January 2020
 - ii. Draft Mitigated Negative Declaration
 - iii. Final Documentation for the Cartan Field Stormwater Capture Facility IS/MND with attachments
 - iv. Mitigation Monitoring and Reporting Program
 - c. Exhibit B – Conditional Use Permit Certificate and Conditions of Approval
6. Arborist Report

TOWN OF ATHERTON
PLANNING COMMISSION APPLICATION



	TYPE OF APPLICATION	FEE
	Appeal	\$814.79
	Special Structure Permit	\$2,822.82
X	Conditional Use Permit	\$2,822.82
	Environmental Impact Report	Actual cost
	Final Parcel Map	\$2,822.82
	General Plan Amendment	\$5,428.50
X	Heritage Tree Removal Permit	\$2,171.40
	Initial Review/Negative Declaration	\$2,171.40
	Lot Line Adjustment	\$1,628.55
	Lot Line Redesignation	\$2,822.82
	School Master Plan	\$814.79
	Tentative Parcel Map	\$2,822.82
	Variance	\$2,822.82
	Zoning Ordinance Amendment	\$5,428.50

X Development Agreement

SITE ADDRESS: 30 Alejandra Avenue APN: 070-250-190

Provide a brief description of the proposed project: Construction of an underground Stormwater Capture Facility with some above ground facilities, and a Development Agreement with Menlo School and Menlo College. * per terms of Attachment 1

PROPERTY OWNER:

Name: Menlo School and Menlo College
 Mailing Address: 50 Valparaiso Avenue, Atherton, CA 94027
 Phone: (650) 330-2001
 Email: thealy@menloschool.org
 Signature: [Signature] [Signature]
 Than Healy Steven Weiner

APPLICANT:

Name: George Rodericks, City Manager, Town of Atherton
 Mailing Address: 150 Watkins Avenue, Atherton, CA 94027
 Phone: (650) 752-0500
 Email: grodericks@ci.atherton.ca.us
 Signature: [Signature]

* See Attachment 1

FOR COMPLETION BY TOWN OF ATHERTON:

Amount Paid: _____ Received by: _____ Date Submitted: _____

Project #: _____

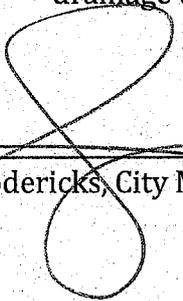
**Attachment 1
To Planning Commission Application for Stormwater Capture Facility
Conditional Use Permit and Development Agreement**

February 21, 2020

On behalf of the Town of Atherton ("Town"), I appreciate that Menlo School and Menlo College ("School and College") has indicated a willingness to grant consent for the Town to submit an application to the Planning Commission file a conditional use permit ("CUP") that would allow the Town to construct and operate an underground storm drainage detention system under a portion of Cartan Field.

The Town acknowledges that if the School and College consents to the filing of the CUP application, this consent is subject to the following mutual understanding and agreements:

1. The School and College may withdraw its consent at any time in its sole discretion prior to final action on the CUP by the Planning Commission or Town Council.
2. The Town is proceeding with this CUP application at its own risk and the Town acknowledges that any CUP approved for the construction and operation of the Project may only be exercised by the Town after it has acquired an easement or other real estate right for such purpose from the College.
3. By consenting to the filing of the CUP application, the School and College is not:
 - o waiving any right to comment on the Town's Initial Study/Mitigated Negative Declaration ("IS/MND ") or on any potential mitigation measures or on the scope of any CUP or conditions of approval;
 - o waiving any right to challenge the adequacy of the Town's IS/MND or the validity of any CUP;
 - o agreeing with the scope and content of the Town's proposed Development Agreement; or
 - o agreeing to grant the Town an easement to construct and operate the storm drainage detention system.



George Rodericks, City Manager



ATTACHMENT 2

Office of the City Manager
Town of Atherton
150 Watkins Avenue
Atherton, California 94027
Phone: (650) 752-0500
Fax: (650) 614-1212

February 20, 2020

Honorable Planning Commission
Town of Atherton
150 Watkins Avenue
Atherton, CA 94027

Re: Conditional Use Permit Application for a Stormwater Capture Facility at Cartan Field, 30 Alejandra Avenue, Atherton

Dear Planning Commission Members,

The Atherton City Council has authorized the preparation of plans for an approximate 9 acre-foot capacity, below ground stormwater storage and treatment facility. The facility is proposed to be located in the outfield area of the Menlo College baseball field at Cartan field, 30 Alejandra Avenue, Atherton.

This application is a request for the Planning Commission to approve a Conditional Use Permit pursuant to Section 17.36.030 of the Atherton Municipal Code that sets forth the allowed uses and permit requirements for land uses in the PFS (Public Facilities and Schools) zoning district. The proposed Stormwater Capture Facility would be classified as a "Public Facility". Section 17.36.030 requires the issuance of a Conditional Use Permit for "Public utilities and facilities, uses, and structures".

This is also an application to the Planning Commission to recommend City Council approval of a Development Agreement pursuant to Chapter 17.07 of the Atherton Municipal Code. The proposed Development Agreement between the Town and Menlo School and Menlo College (referred to as the Owner)¹, provides for the Owner to dedicate to the Town a perpetual easement for purposes of constructing, reconstructing, maintaining and operating the Project. In exchange, the Town would agree to the items listed below:

- Existing Conditional Use Permits granted to Owner in the past will continue to remain in full force and effect in the future.
- Reasonable consideration of future Conditional Use Permits including certain procedural rules.

¹ Menlo School and Menlo College are joint owners of Cartan Field.

- Not to impose enrollment caps and/or Transportation Demand Management conditions as part of the Town's Conditional Use Permit application for the Stormwater Capture Facility.
- Assistance in meeting the Owner's regulatory stormwater detention and/or treatment requirements (so called C.3 requirements) for future projects.
- Safety netting or fence provisions.

Background

The Town of Atherton (Town) prepared a Drainage Study Update (2015) which identified the need for a stormwater detention/storage facility to reduce flooding associated with Atherton Channel. Additionally, the Town is required to comply with the Municipal Regional Permit (MRP) conditions issued by the San Francisco Bay Regional Water Quality Control Board for storm water quality. The MRP requires all permittees to implement green infrastructure improvements to reduce the amount of mercury and polychlorinated biphenyl (PCB) in stormwater discharges to the San Francisco Bay.

The Town retained engineers to design a stormwater capture facility that would alleviate local and downstream flooding through stormwater detention and meet MRP pollutant reductions by capturing dry-weather and a portion of wet weather flows.

The project includes construction, maintenance and operation of a stormwater capture facility at Cartan Field on the campuses of Menlo College and Menlo School located at 30 Alejandra Avenue, in Atherton, California. The facility would include a diversion structure within Atherton Channel to re-direct all dry-weather urban runoff and a portion of wet-weather runoff through a pre-treatment device to remove trash, debris, and sediment before conveying the water into a buried multi-chambered storage facility with a storage capacity of up to nine (9) acre-feet. A pump system sends the water through a filter system to remove mercury and PCBs and then slowly returns filtered water back in to the channel downstream of the diversion structure.

The design and implementation of the project is driven by the following objectives:

- Ability to alleviate local and downstream flooding through stormwater detention;
- Contribution towards the Town's water quality local reduction requirements per the MRP and mercury and PCB Total Maximum Daily Load (TMDL) limits; and
- Minimization of impacts to Cartan field activities and circulation both during construction and long-term operation of the storage facility.

The proposed project is the construction and operation of a stormwater capture facility that safely provides water quality improvement and flood management. Key features of the proposed stormwater capture facility are:

- Diversion of stormwater from Atherton Channel at a rate of up to approximately 100 cubic feet per second (cfs),
- Construction of an approximately 9.0 acre-feet of subsurface storage facility beneath the recreational area of the field with a hard-bottomed vault with

openings for incidental infiltration. The vault could have up to a 16-foot ponded depth, and

- A precast cartridge filtration unit with a treatment flow rate of up to approximately 2.88 cfs.

Real-time controls (RTC) would allow the facility to target the peak runoff from storms, allowing the facility to reduce the peak flow rate by 100 cfs for all flooding design storms simulated (e.g. 5-, 7-, 10-, and 100-year 24-hour storms consistent with flood modeling in the area). Additional benefits of the facility include an estimated average annual capture volume of 155 acre-feet and load reductions of 4.9 grams/year of PCBs and 9.8 grams/year of mercury. A pre-treatment device and removal of trash from Atherton Channel would also assist the Town in complying with MPR trash reduction requirements.

Project Description

The project is proposed to be located at Cartan Field (30 Alejandra Avenue), a 15-acre sports complex that consists of various athletic fields and courts (e.g., baseball, football, tennis) primarily associated with the private Menlo College (addressed at 1000 El Camino Real) and Menlo School (addressed at 50 Valparaiso Avenue) institutions. The portion of Cartan Field where the stormwater capture facility would be located is in the northwest corner of the Cartan Field site in the outfield of the northern baseball diamond.

The proposed Project would consist of the construction and operation of:

- A new underground storage tank with capacity to store up to 9 acre-feet of water (approximately 2.9 million gallons),
- New diversion structures located within the Atherton Channel, including a rubber dam and inlet structure, that would divert storm water flows from the Atherton Channel to the new underground storage tank via pipe that is approximately 54-inches in diameter,
- Reconfiguration of approximately 20 to 40 feet of the existing trapezoidal channel to a rectangular cross-section (with vertical side walls) to accommodate the rubber dam and drop inlet,
- New below-ground structures and equipment to filter and remove mercury, PCBs, and other pollutants from stormwater flow,
- New below-ground structures to return the treated storm water to the Atherton Channel, including a pipe that is approximately 12-inches in diameter, pump station, and stormwater treatment equipment,
- Maintenance-related equipment and facilities such as manholes, valves, treatment vaults, etc.;
- Potential equipment and facilities for use of treated stormwater in irrigation systems (involving potential human contact).

Construction is expected to take a total of 18 months beginning around late spring/early summer of 2020. The project is planned to be in full operation by the end of 2021.

Access to the site would occur via an access road off Alejandra Avenue and the staging area will be located on site at the baseball field and potentially the tennis courts parking lot or areas along the access road.

Environmental Document (IS/MND)

Prior to approval of a public project such as the proposed Stormwater Capture Facility an environmental review must be completed pursuant to the California Environmental Quality Act of 1970. In this instance, the environmental review consists of an Initial Study and Mitigated Negative Declaration (IS/MND). The Town hired the firm of MIG, Inc. to prepare a draft IS/MND for public circulation, Planning Commission review, and City Council consideration prior to taking action on the Conditional Use Permit and Development Agreement. The draft IS/MND was released (circulated) for a 30-day public review on January 8, 2020. At the conclusion of the 30-day public review period (February 24, 2020), MIG, Inc. will prepare responses to comments received on the draft, and incorporate those responses in the draft for Planning Commission consideration.

Proposed Findings

In order to grant a Conditional Use Permit, the findings listed below are required to be made by the Planning Commission as specified in the Atherton Municipal Code.

- A. The proposed use is consistent with the general plan and all applicable provisions of Zoning title; and
- B. The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use, or the general welfare of the town.

In order to recommend City Council approval of a Development Agreement, the finding listed below is required to be made by the Planning Commission as specified in the Atherton Municipal Code.

A Development Agreement may be approved only if it is found that the proposed project is consistent with the Town's General Plan, Zoning Ordinance and any other applicable land use controls or development policies that have been adopted by the City Council.

The suggested basis supporting the findings are listed below:

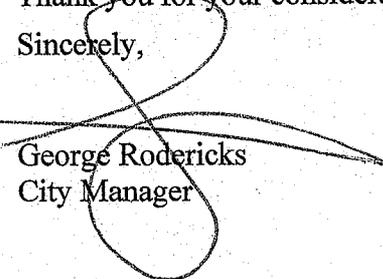
1. The adopted Atherton General Plan Land Use and Circulation Diagram designates Cartan Field for "Public Facilities and Schools".
2. The General Plan text description of Public and Quasi-Public Land Use states: "This land use category typically includes the types of activities and facilities which are generally recognized to be more conveniently provided by public or quasi-public agencies than by the private sector. Such uses include utilities such as water, sewer and power, basic facilities such as local government and schools,

and services such as police and fire protection. Lands designated for public and quasi-public use on the General Plan Map are zoned PFS.”

3. The Zoning Ordinance text description of the Public Facilities and Schools zoning district states: “The public facilities and schools (PFS) district provides for the development of public uses (e.g., town hall, town corporation yard, public utilities, etc.) and schools (both public and private), consistent with the town’s general plan. Other appropriate uses may include churches, country clubs, and other assembly and civic uses upon issuance of a conditional use permit. It does not provide for the development of residential uses except for convent housing, teacher housing, student housing, and other residential uses when associated with primary nonresidential use of the same property with a conditional use permit.
4. As concluded in the IS/MND, “although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent.” A number of mitigation measures proposed in the IS/MND are either included in the project or may be imposed as conditions of approval. These measures will assure that the establishment, maintenance and operation of the use will not be detrimental to the:
 - a. Health: As discussed in the IS/MND topics of Air Quality, Greenhouse Gas Emissions, Hazards & Hazardous Materials, Hydrology and Water Quality, and Noise
 - b. Safety: As discussed in the IS/MND topics of Geology and Soils, Hazards & Hazardous Materials, Hydrology and Water Quality, Public Services, and Transportation and Traffic
 - c. Peace, morals, comfort, or general welfare: As discussed in the IS/MND topics of Aesthetics, Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Hazards & Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation and Traffic, Utilities and Service Systems, and Wildfire.

Thank you for your consideration.

Sincerely,



George Rodericks
City Manager

Attachments:

1. Project Plans

**Lot Data for Cartan Field
(APN 070-250-090)**

Lot Area: 16.95 acres or 738,342 square feet

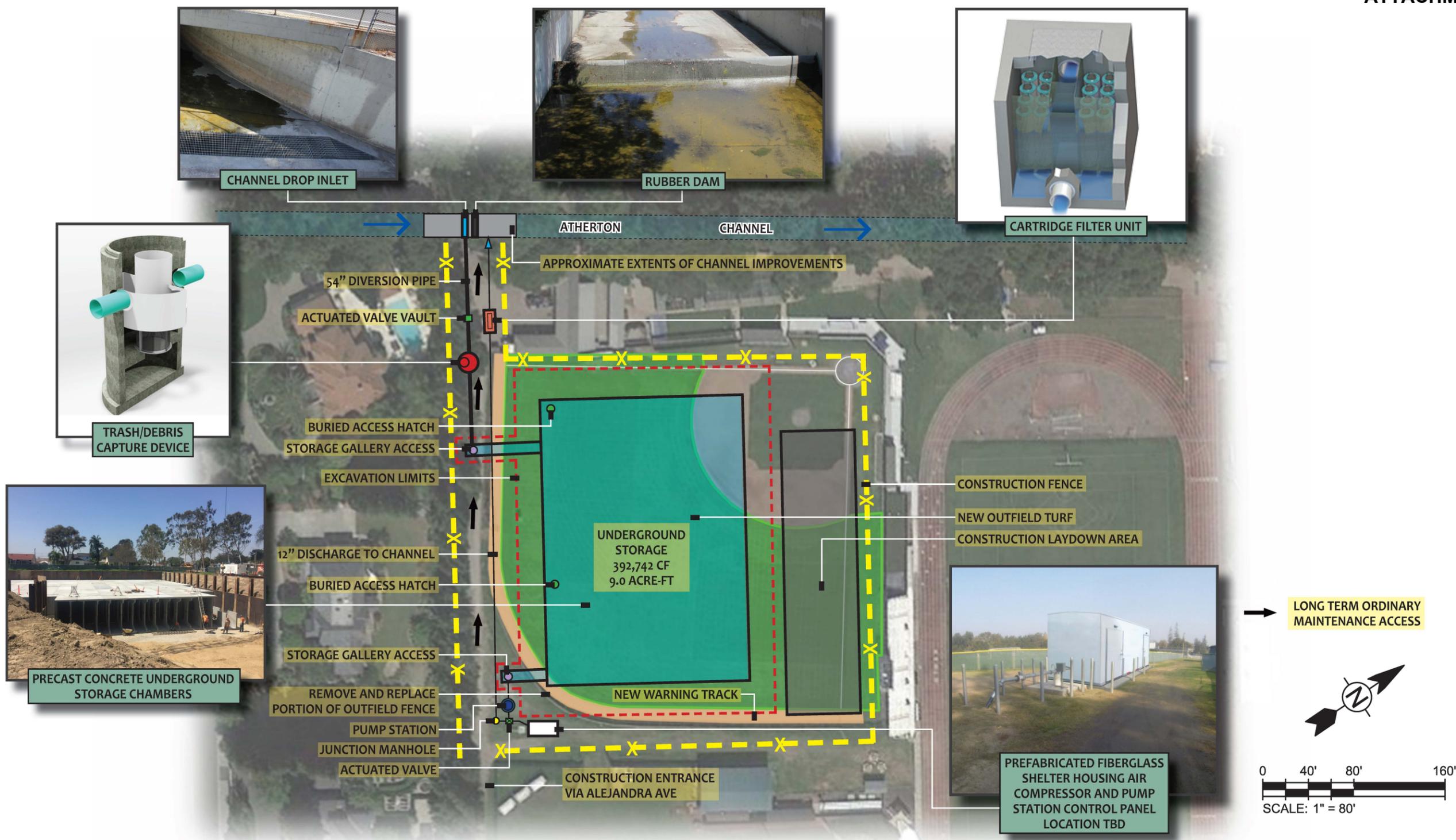
Lot Front: Alejandra Avenue property line

Setbacks: 60' front and rear, 50' sides

Maximum Building Coverage: 40%

Existing Building Coverage: 1.42%

Proposed Building Coverage: 1.44%

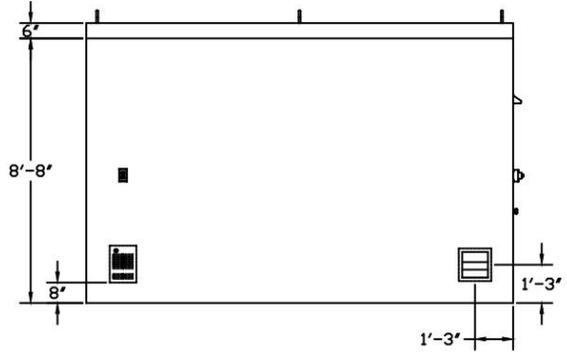


Source: Town of Atherton, Tetra Tech 2019

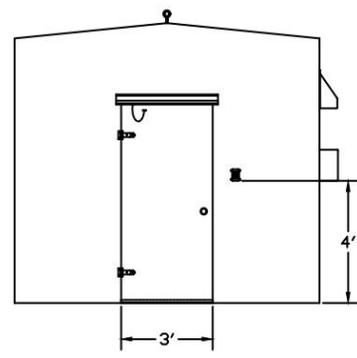
Figure 4 Stormwater Capture Facility Overview

Cartan Field Stormwater Capture Project Initial Study

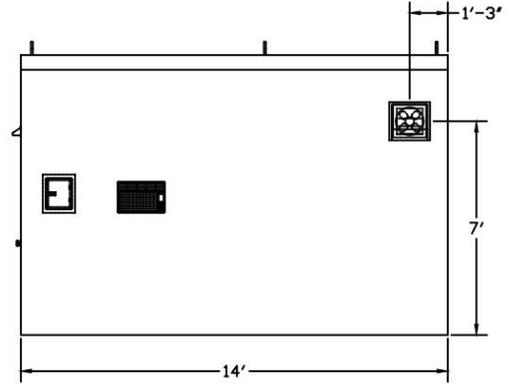
EXTERIOR COLOR: #2445 GRAY CLOUD	LOAD CENTER: 125 A, ML, 120/240 VAC, 1P
INTERIOR COLOR: #2445 GRAY CLOUD	NEMA 1 - SIEMENS E08ML1125AS
INSULATION: 1" (R~7)	LIGHT: 100 WATT INCAN. - M 14915K54
DOOR HDR: SCHLAGE SS CLASSROOM STYLE	FAN: 585 CFM - G 1HLA1
SS STRAP HINGES	SHUTTER: 10" X 10" - G 5C210
SS DOOR STOP CHAIN	HEATER: 1500 WATT - G 5ZK68 & G 5ZK72
ACCESSORIES: 5,200 BTU/H AIR CONDITIONER	OUTLET: GFCI - LEVITON



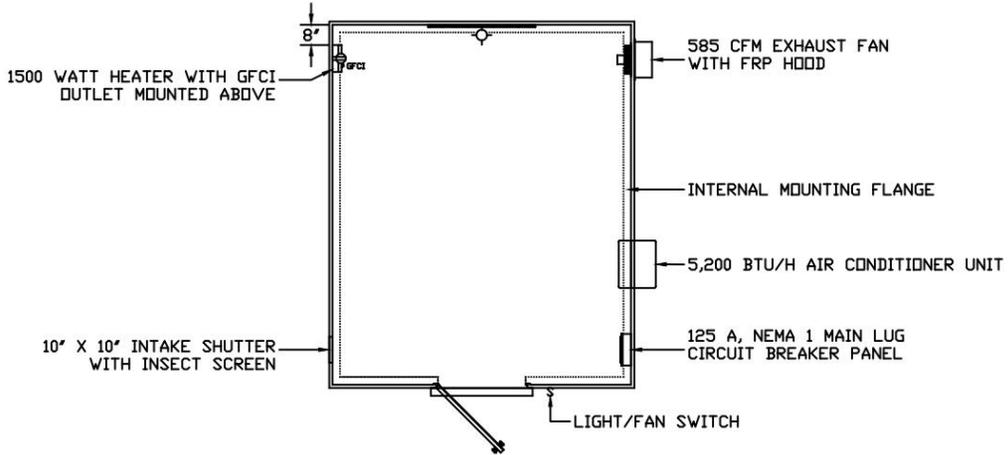
LEFT ELEVATION



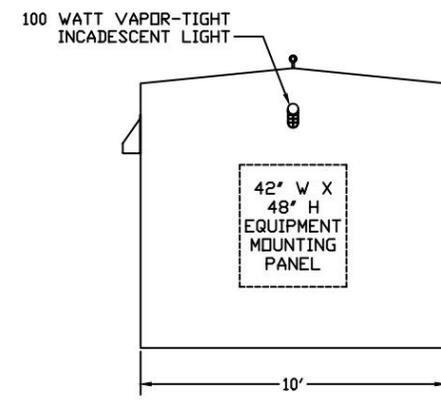
FRONT ELEVATION



RIGHT ELEVATION



PLAN VIEW



REAR ELEVATION

1) ANCHOR BOLTS BY OTHERS

TRACOM FIBERGLASS PRODUCTS	ONE-PIECE FRP BUILDING, 10'-0" W X 14'-0" D X 9'-2" H, WITH AIR CONDITIONER UNIT	
	DWG. NO. OPB-120-168-110-41	REV 0
PROJECT REYES CONSTRUCTION LAKEWOOD STORMWATER RUNOFF	DATE 1/6/17	

RESOLUTION NO. 2020-1

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF ATHERTON RECOMMENDING ADOPTION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT FOR THE CARTAN FIELD STORMWATER CAPTURE PROJECT LOCATED AT 30 ALEJANDRA AVENUE, ATHERTON, SAN MATEO COUNTY, CALIFORNIA

WHEREAS, the Town has designed a stormwater detention/storage facility to reduce flooding associated with Atherton Channel and that facility is known as the Cartan Field Stormwater Capture Project (Project); and,

WHEREAS, the entitlements for the Project include a Conditional Use Permit (CUP), Development Agreement, and associated Initial Study/Mitigated Negative Declaration to analyze the environmental impacts; and,

WHEREAS, Chapter 2.36 of the Atherton Municipal Code (AMC) designates the Planning Commission as the Town's chief planning approval body; and,

WHEREAS, AMC Section 17.12.020 vests the Planning Commission with the authority to approve CUPS; however, Section 17.07.040 requires the City Council to approve development agreements, after the Planning Commission makes a recommendation on the entitlement; and,

WHEREAS, to streamline the approval process and effective dates for each action item, the Planning Commission hereby makes a recommendation on the CUP, DA, and IS/MND for the City Council's ultimate approval; and,

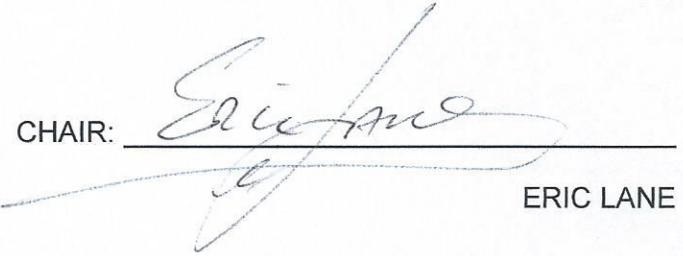
THE PLANNING COMMISSION OF THE TOWN OF ATHERTON DOES RESOLVE AND ORDER AS FOLLOWS:

1. The Planning Commission finds above recitals are true and correct and are incorporated herein by reference as if set forth in full; and,
2. The Planning Commission received and considered all public comment and testimony regarding the Project; and,
3. The Planning Commission reviewed the draft Mitigated Negative Declaration ("MND") for the Project, which consists of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) and adopts the findings contained therein as though fully set forth herein; and,
4. The Planning Commission reviewed the draft Resolution 2020-XX, approving the IS/MND and CUP for the Project, adopts the findings contained therein as though fully set forth herein, and recommends that the City Council approve Resolution 2020-XX; and
5. The Planning Commission reviewed the draft Ordinance 2020-XX approving the Development Agreement for the Project, adopts the findings contained therein as though fully set forth herein, and recommends that the City Council approve Ordinance 2020-XX.

City Attorney Review on 3/12/20

PASSED and ADOPTED this 21st day of March, 2020 by the Planning Commission of the Town of Atherton.

Town of Atherton, a municipal corporation

CHAIR: 
ERIC LANE


ATTEST:
STEPHANIE BERTOLLO-DAVIS, PRINCIPAL PLANNER

RESOLUTION 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON APPROVING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND CONDITIONAL USE PERMIT FOR THE CARTAN FIELD STORMWATER CAPTURE PROJECT LOCATED AT 30 ALEJANDRA AVENUE, ATHERTON, SAN MATEO COUNTY, CALIFORNIA

WHEREAS, The Town of Atherton (Town) prepared a Drainage Study Update in 2015 which identified the need for a stormwater detention/storage facility to reduce flooding associated with Atherton Channel; and

WHEREAS, the Town is required to comply with the Municipal Regional Permit (MRP) conditions issued by the San Francisco Bay Regional Water Quality Control Board for storm water quality; the MRP requires all permittees to implement green infrastructure improvements to reduce the amount of mercury and polychlorinated biphenyl (PCB) in stormwater discharges to the San Francisco Bay; and

WHEREAS, the Town retained engineers to design a stormwater capture facility at Cartan Field, referred to as the Cartan Field Stormwater Capture Project (Project), that would help alleviate local and downstream flooding through stormwater detention and meet MRP pollutant reductions by capturing and filtering dry-weather and a portion of wet weather flows; and

WHEREAS, the Town retained MIG, Inc., environmental consultants to evaluate the environmental effects of the Project; and

WHEREAS, based on the results of the analysis of environmental effects of the Project, the Town retained MIG, Inc. to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) including mitigation measures to reduce potential adverse effects of the Project to less than significant; and

WHEREAS, a Notice of Intention to Adopt an Initial Study and Mitigated Negative Declaration (IS/MND) for the Project was mailed to the State of California Clearinghouse, mailed to all residents within a 500 foot radius of the boundary of Cartan Field (30 Alejandra Avenue), sent to anyone who had requested to be on the notice list, posted on the Town Bulletin Boards, filed with the San Mateo County Clerk, and published on the Town of Atherton website on January 7, 2020. The public review period was January 8 through February 24, 2020; and

WHEREAS, on January 21, 2020 the Town held an informational meeting to present and discuss the Project, the IS/MND, and the MM&RP with members of the public; and

WHEREAS, the Town accepted public comments during the informational meeting and throughout the public review period; and

WHEREAS, the public comments have been addressed by the Town; and

WHEREAS, on March 21, 2020 the Planning Commission held a duly noticed public hearing pursuant to Government Code § 65867 at which the Planning Commission considered all testimony, both oral and written, regarding the IS/MND, the MMRP, Conditional Use Permit application, and proposed Development Agreement; and

WHEREAS, after closing the public hearing and discussing the Project on March 21, 2020, the Planning Commission adopted Resolution 2020-1 recommending that the City Council adopt and approve the IS/MND, MMRP, Conditional Use Permit, and Development Agreement.

THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES RESOLVE AND ORDER AS FOLLOWS:

1. The City Council finds the foregoing recitals are true and correct, and hereby incorporated into this Resolution; and
2. The City Council received and considered all public comment and testimony regarding the proposed project; and
3. The City Council finds the Mitigated Negative Declaration for the Project, which consists of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) attached as Exhibit A, has been completed in accordance with the requirements of the California Environmental Quality Act (CEQA) statutes and guidelines; and
4. The City Council finds the Mitigated Negative Declaration was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, and constitutes an adequate, accurate, objective and complete analysis addressing all issues relevant to the Project; and
5. The City Council reviewed and considered the information contained within the Mitigated Negative Declaration prior to acting on the proposed Project, and the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council; and
6. The City Council finds changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects to a less-than-significant level as identified in the Initial Study and Mitigated Negative Declaration; and
 - a. The Initial Study identified potentially significant air quality impacts that had the potential to generate fugitive dust, including emissions of diesel particulate matter, due to temporary construction activities. However, changes or

- alterations in the form of mitigation measures and conditions of approval have been incorporated into the project that require implementation of the BAAQMD basic dust control measures. These mitigations will reduce the impact to a less than significant level.
- b. The Initial Study identified potentially significant biological resources impacts that had the potential to adversely affect habitats, including riparian habitats, protected wetlands, movement of fish or wildlife species and conflicts with policies protecting biological resources, due to operational activities and temporary construction activities. However, changes or alterations in the form of mitigation measures and conditions of approval have been incorporated into the project that require protection of habitats and resources. These mitigations will reduce the impact to a less than significant level.
 - c. The Initial Study identified potentially significant cultural resources impacts that had the potential to adversely affect archaeological resources, tribal cultural resources, and disturbance of unknown Native American burials due to temporary construction activities. However, changes or alterations in the form of mitigation measures and conditions of approval have been incorporated into the project that require protection of habitats and resources. These mitigations will reduce the impact to a less than significant level.
 - d. The Initial Study identified potentially significant noise impacts that had the potential to adversely generate excessive ground borne vibration or noise levels due to temporary construction activities. However, changes or alterations in the form of mitigation measures and conditions of approval have been incorporated into the project that require protection of habitats and resources. These mitigations will reduce the impact to a less than significant level.
7. The City Council finds the monitoring and reporting of the mitigation measure in connection with the Project will be conducted in accordance with the attached MMRP, incorporated into the requirements for the construction of the Project; and
 8. The City Council finds adoption of the MMRP will constitute fulfillment of the CEQA monitoring and/or reporting requirement set forth in Section 21081.6 of the Public Resources Code and Section 15091(d) of Title 14 of the California Code of Regulations; and
 9. The City Council adopts the MND and the MMRP for the Project and which MMRP contains the mitigation measures to be applied to this Project; and
 10. The City Council authorizes the City Manager to sign the Notice of Determination and have said Notice of Determination filed with the San Mateo County Clerk within five (5) days; and
 11. Pursuant to 17.12.030 of the Atherton Municipal Code, the City Council finds the Project is consistent with the general plan and all applicable provisions of the Zoning Code; and

- a. The adopted Atherton General Plan Land Use and Circulation Diagram designates Cartan Field for “Public Facilities and Schools” and the predominant use of that land will continue to be for school and related facilities.
 - b. The General Plan text description of Public and Quasi-Public Land Use states: “This land use category typically includes the types of activities and facilities which are generally recognized to be more conveniently provided by public or quasi-public agencies than by the private sector. Such uses include utilities such as water, sewer and power, basic facilities such as local government and schools, and services such as police and fire protection. Public and quasi-public land uses are designated “Public Facilities and Schools” on the General Plan Map are zoned PFS. The Stormwater Capture Facility is considered a public utility that is consistent with the General Plan Land Use Diagram and text because it is the type of utility that is provided by the Town and not a private organization
 - c. The Zoning Ordinance text description of the Public Facilities and Schools zoning district states: “The public facilities and schools (PFS) district provides for the development of public uses (e.g., town hall, town corporation yard, public utilities, etc.) and schools (both public and private), consistent with the town’s general plan. Other appropriate uses may include churches, country clubs, and other assembly and civic uses upon issuance of a conditional use permit. The Stormwater Capture Facility is considered a public utility and therefore it is consistent with the Zoning Map and PFS district text description.
12. The establishment, maintenance, or operation of the Project will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use, or the general welfare of the town; and
- a. As concluded in the IS/MND, “although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent.” A number of mitigation measures proposed in the IS/MND are either included in the project or may be imposed as conditions of approval. These measures will assure that the establishment, maintenance and operation of the use will not be detrimental to the:
 - i. Health: As discussed in the IS/MND topics of Air Quality, Greenhouse Gas Emissions, Hazards & Hazardous Materials, Hydrology and Water Quality, and Noise.
 - ii. Safety: As discussed in the IS/MND topics of Geology and Soils, Hazards & Hazardous Materials, Hydrology and Water Quality, Public Services, and Transportation and Traffic.

- iii. Peace, morals, comfort, or general welfare: As discussed in the IS/MND topics of Aesthetics, Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Hazards & Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation and Traffic, Utilities and Service Systems, and Wildfire.

13. The Conditional Use Permit is hereby approved, subject to the conditions of approval attached in Exhibit B.

PASSED and ADOPTED this _____ day of April, 2020 by the City Council of the Town of Atherton.

Town of Atherton, a municipal corporation

MAYOR: _____
RICK DEGOLIA

ATTEST: _____
ANTHONY SUBER, CITY CLERK

}

STATE OF CALIFORNIA
COUNTY OF SAN MATEO SS:
TOWN OF ATHERTON

I, Anthony Suber, City Clerk of the Town of Atherton, do hereby certify that the foregoing Resolution had its first reading and was introduced during the public meeting of the City Council on the ___ day of _____, 2020, and had its second reading and was adopted and passed during the public meeting of the City Council on the ___ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
ANTHONY SUBER
City Clerk

Exhibit A

[CEQA Documents]

Exhibit B

**TOWN OF ATHERTON
PLANNING COMMISSION
CONDITIONAL USE PERMIT CERTIFICATE AND CONDITIONS OF APPROVAL**

THIS IS TO CERTIFY THAT the Atherton Planning Commission at a regular meeting thereof, held on Wednesday, March 21, 2020, recommended approval of a Conditional Use Permit and that the Atherton City Council at a regular meeting thereof, held on Wednesday, _____, 2020 approved a Conditional Use Permit to Town of Atherton pursuant to Atherton Municipal Code Chapter 17.12 to permit the items listed below.

1. Construction, operation and maintenance of an approximate 9 acre-foot capacity Stormwater Capture Facility on Cartan Field (30 Alejandra Avenue).

The approved use is located at 30 Alejandra Avenue (Assessor's Parcel Number 070-250-190). The Permit was approved subject to the following conditions:

1. The project shall be constructed in accordance with the plans submitted as part of the conditional use permit application, to the satisfaction of the Town Planner.
2. Improvements to the property shall comply with PFS Zoning provisions and other applicable ordinances.
3. The applicant shall follow San Mateo County Storm Water Pollution Prevention Program (STOPPP) recommended "Construction Materials Handling and Disposal" and "Construction Practices" and prohibit the occurrence of any non-storm water discharges into the storm drain system.
4. Fugitive Dust Reduction. To reduce fugitive dust that would be generated during project construction activities, the Town shall require Town staff and/or its designated contractors, contractor's representatives, or other appropriate personnel to implement the following BAAQMD basic dust control measures.
 - Water all exposed surfaces (e.g., staging areas, soil piles, graded areas, and unpaved access roads) two times per day during construction and adequately wet demolition surfaces to limit visible dust emissions.
 - Cover all haul trucks transporting soil, sand, or other loose materials off the project site.
 - Use wet power vacuum street sweepers at least once per day to remove all visible mud or dirt track-out onto adjacent public roads (dry power sweeping is prohibited) during construction of the proposed project.
 - Vehicle speeds on unpaved roads/areas shall not exceed 15 miles per hour.
 - Complete all areas to be paved as soon as possible and lay building pads as soon as possible after grading unless seeding or soil binders are used.

- Minimize idling time of diesel-powered construction equipment to five minutes and post signs reminding workers of this idling restriction at access points and equipment staging areas during construction of the proposed project.
 - Maintain and properly tune all construction equipment in accordance with manufacturer's specifications and have a CARB-certified visible emissions evaluator check equipment prior to use at the site.
 - Post a publicly visible sign with the name and telephone number of the construction contractor and Town staff person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The publicly visible sign shall also include the contact phone number for the Bay Area Air Quality Management District to ensure compliance with applicable regulations.
5. Particulate Matter Emissions Reduction. To reduce potential, short-term adverse health risks associated with PM_{2.5} emissions, including emissions of diesel particulate matter (DPM) generated during project construction activities, the Town shall require Town staff and/or its designated contractors, contractor's representatives, or other appropriate personnel to comply with the following construction equipment restrictions for the proposed project:
- All construction equipment with a rated power-output of 50 horsepower or greater shall meet U.S. EPA and CARB Tier II Standards with Level 3 Diesel Particulate Filters (DPFs), or better. This may be achieved via the use of equipment with engines that have been certified to meet Tier II emission standards with Level 3 DPFs installed, or through the use of equipment that has been retrofitted with a CARB-verified diesel emission control strategy (e.g., oxidation catalyst, particulate filter) capable of reducing exhaust PM emissions to levels that meet Final Tier IV standards.
6. Pre-Construction/Pre-Disturbance Survey for California Redlegged Frog, San Francisco Garter Snake, and Western Pond Turtle. No more than twenty-four hours prior to the start of project activities, including installation of fencing, staging of equipment and materials, and vegetation trimming or removal, a pre-construction survey for these species shall be conducted by an agency-approved biologist within the impact area. The survey shall consist of walking the limits of impact to ascertain the possible presence of the species. The agency approved biologist shall investigate all potential areas that could be used by the California redlegged frog, San Francisco garter snake, and western pond turtle for feeding, breeding, sheltering, movement, and other essential behaviors. This includes an adequate examination of mammal burrows, such as California ground squirrel or gopher burrows. The results of the survey shall be documented.
7. Worker Environmental Awareness Program. All construction personnel shall participate in a worker environmental awareness program. These personnel shall be informed about the possible presence of all special-status species and habitats associated with the species identified here to be potentially present in the project

site and that unlawful take of the animal or destruction of its habitat is a violation of FESA and CESA. Prior to construction activities, the agency-approved biologist shall instruct all construction personnel about (1) the description and status of the species; (2) the importance of their associated habitats; and (3) a list of measures being taken to reduce impacts on these species during project construction and implementation. A fact sheet conveying this information shall be prepared for distribution to the construction crew and anyone else who enters the project site.

8. Construction Monitoring. An agency-approved biologist(s) shall be onsite during all construction activities that may result in take of any special-status species. The agency-approved biologist(s) shall be given the authority to freely communicate verbally, by telephone, electronic mail, or in writing at any time with construction personnel, any other person(s) at the project site, otherwise associated with the project, the USFWS, the CDFW, or their designated agents. The agency-approved biologist shall have oversight over implementation of all the conservation measures and shall have the authority and responsibility to stop project activities if they determine any of the associated requirements are not being fulfilled
9. Receive Agency Approval of Qualified Biologist. The qualifications of a biologist(s) experienced with the California red-legged frog, San Francisco garter snake, western pond turtle, and other special-status species that have the potential to occur in the project site shall be submitted to the resource agencies if required by permits issued under the federal Clean Water Act and/or California Fish and Game code.
10. Vegetation Removal. All vegetation in or immediately adjacent to aquatic habitat to be removed for the project shall be completely removed by hand just prior to the initiation of construction activities to remove cover that might be used by California red-legged frogs, San Francisco garter snakes, or western pond turtles. The agency-approved biologist shall monitor the vegetation removal and can provide on-site advice regarding what vegetation needs to be removed by hand.
11. Dewatering of Standing Water in Impact Area. To the extent feasible, construction activities should be scheduled during the dry season (April 15 to October 15) when water levels are the lowest in the reach of Atherton Channel within the project site. If construction activities are scheduled when there is standing water in the channel, dewatering of the channel is required.
 - As needed, the portion of Atherton Channel to be impacted by the project shall be dewatered prior to construction activities. Locations to be dewatered shall be surveyed by the agency-approved biologist for San Francisco garter snakes and for California red-legged frog adults, subadults, juveniles, tadpoles, and egg masses. Dewatering shall then be conducted using a pump with a 1/8-inch mesh-size screened intake to prevent inadvertent intake of tadpoles. The dewatering activity shall be monitored by the agency-approved biologist. If any California red-legged frog adults, juveniles, tadpoles, or egg masses are found, they shall be

relocated to the appropriate habitat for that life stage per Condition 15. If any San Francisco garter snakes are found, they shall be monitored by the agency approved biologist and allowed to leave the site per Condition 16. If any western pond turtles are found, they shall be relocated to the appropriate habitat per Condition 17.

12. Pipe Inspection. All construction pipes, culverts, or similar structures that are stored at the construction site for one or more overnight periods shall be either securely capped prior to storage or thoroughly inspected by the agency-approved biologist and/or the construction foreman/manager for animals before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a California red-legged frog or San Francisco garter snake is discovered inside a pipe or culvert by the agency-approved biologist or construction foreman/manager, the protocol in Condition 14 shall be followed.
13. Steep-walled Holes and Trenches. To prevent inadvertent entrapment of the California red-legged frog or San Francisco garter snake during construction, the agency-approved biologist and/or construction foreman/manager shall ensure that all excavated, steep-walled holes or trenches more than one foot deep are completely covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks and inspected by the agency-approved biologist. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals by the agency-approved biologist and/or construction foreman/manager. If at any time a trapped California red-legged frog, San Francisco garter snake, or western pond turtle is discovered by the agency-approved biologist or anyone else, the steps in Condition 14 shall be followed.
14. Protocol if California Red-legged Frog, San Francisco Garter Snake, or Western Pond Turtle is Encountered. If a California red-legged frog, San Francisco garter snake, western pond turtle or any animal that construction personnel believes may be either of these species, is encountered during project construction, the following steps shall be taken:
 - All work that could result in direct injury, disturbance, or harassment of the individual animal shall immediately cease.
 - The foreman and agency-approved biologist shall be immediately notified.
 - The agency-approved biologist shall determine if the animal is a special-status species, and, if so, shall follow Condition 15 for California red-legged frog, Condition 16 for San Francisco garter snake, and Condition 17 for western pond turtle, as appropriate.
15. Relocation of California Red-legged Frog. If any adults, subadults, juveniles, tadpoles, or eggs are found during construction the agency-approved biologist shall contact USFWS to determine if moving the individuals is appropriate. If USFWS approves moving animals, the project proponent shall ensure the agency-approved biologist is given sufficient time to move the animals from the impact

area before ground disturbance is initiated. Only agency-approved biologists shall capture, handle, and move the California red-legged frog. The agency-approved biologist shall monitor any relocated frog until it is determined that it is not imperiled by predators or other dangers.

16. Monitor San Francisco Garter Snake. The agency-approved biologist shall monitor any individual of the San Francisco garter snake encountered within the impact area but allow it to leave the impact area on its own. If the agency-approved biologist determines that the snake cannot leave on its own, then USFWS and CDFW shall be consulted to determine if the snake can be captured and relocated to appropriate habitat outside of the impact area.
17. Relocation of Western Pond Turtle. If any adults, subadults, or juveniles are found during construction the agency-approved biologist shall contact CDFW to determine if moving any of the individuals is appropriate. If CDFW approves moving animals, the project proponent shall ensure the agency-approved biologist is given sufficient time to move the animals from the impact area before ground disturbance is initiated. Only agency-approved biologists shall capture, handle, and move the western pond turtle. The agency-approved biologist shall monitor any relocated turtle until it is determined that it is not imperiled by predators or other dangers.
18. Daytime Restriction. To the maximum extent practicable, nighttime construction shall be minimized to avoid conflicts with wildlife movement within the Atherton Channel riparian corridor.
19. Food and Trash. To eliminate an attraction for the predators of the California red-legged frog, San Francisco garter snake, and western pond turtle, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed at the end of each working day from the entire construction site.
20. Prohibition of Plastic Mono-filament Netting. Plastic mono-filament netting (erosion control matting), rolled erosion control products or similar material shall not be used at the project site to prevent trapping California red-legged frogs, San Francisco garter snakes, or other species. Materials that can be used include 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting (including polypropylene, nylon, polyethylene, and polyester) are not acceptable alternatives. Netting used in these products should have a loose-weave wildlife-safe design with movable joints between the horizontal and vertical twines, allowing the twines to move independently and thus reducing the potential for wildlife entanglement.
21. Best Management Practices. During all construction and mitigation implementation in and adjacent to Atherton Channel, standard Best Management Practices

(BMPs) shall be used to minimize erosion and impacts to water quality to protect special-status species habitat. These measures shall be incorporated into the project. Construction BMPs shall be reviewed and coordinated with the RWQCB, as necessary, for implementation during work and are expected to include the following:

- Vehicles and equipment may only be driven on established roads and crossings. Routes and boundaries shall be clearly marked and located outside of driplines of preserved trees.
- Equipment staging and parking of vehicles shall occur on established access roads and flat surfaces.
- Atherton Channel should be dewatered prior to construction within the channel. No heavy equipment shall operate in the portion of the stream bed where flowing water is present.
- The integrity and effectiveness of erosion control measures shall be inspected on a daily basis. Corrective actions and repairs shall be carried out immediately for fence breaches and ineffective BMPs.
- Fueling, washing, and maintenance of vehicles shall occur in the developed habitat, away from the riparian habitat and stream channel. Equipment shall be regularly maintained to avoid fluid leaks. Any leaks shall be captured in containers until equipment is moved to a repair location. Hazardous materials shall be stored only within the developed habitat. Containment and cleanup plans shall be prepared and implemented for the immediate cleanup of fluid or hazardous materials spills.
- Sediment-laden water shall not be allowed to enter the stream channel.
- Prior to re-watering the site, all concrete installed during the course of project activities shall be allowed to fully dry and cure to maintain water quality and reduce the possibility of project failure.
- All litter and construction debris shall be disposed of off-site in accordance with state and local regulations. No trash shall be deposited in the channel. All trash and debris within the work area shall be placed in containers with secure lids before the end of work each day in order to reduce the likelihood of predators being attracted to the site by discarded food wrappers and other rubbish that may be left on-site. If containers meeting these criteria are not available, all rubbish shall be removed from the project site on a daily basis.
- Absorbent materials designated for spill containment and clean-up activities shall be available on site for use in an accidental spill.
- Unless stipulated otherwise in the stormwater pollution prevention plan and resource agency permit conditions, final erosion control measures shall include the removal of unnecessary silt fences and all fiber rolls, and a native seed mix shall be casted and covered with weed-free straw and jute netting.

22. Project Design. Project design shall incorporate escape routes to allow amphibians and reptiles to avoid the diversion structure during operation of the facility (per communication with Ryan Olah from USFWS on November 14, 2029).

- Escape routes must incorporate features that allow amphibians and reptiles to effectively avoid the inlet structure, such as a gap or structure that allows animals to bypass the inlet structure. Escape routes will be designed in consultation with a qualified biologist.
- Because California red-legged frog, San Francisco garter snake, and western pond turtle are not likely to make substantial use of the habitat at the diversion structure, escape routes are adequate to minimize potential impacts of project operations on red-legged frog, garter snake, and pond turtle and to reduce the potential impacts to less than significant.

23. Pre-Construction/Pre-Disturbance Survey for Nesting Birds. To the extent feasible, construction activities should be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside of the nesting season, all impacts to nesting birds protected under the MBTA and California Fish and Game code would be avoided. The nesting season for this project extends from February 1 through August 31.

If it is not possible to schedule construction activities between September 1 and January 31, then preconstruction surveys for nesting birds shall be conducted by a qualified biologist to ensure that nesting will not be disrupted during project implementation. These surveys shall be conducted no more than five days prior to the initiation of any site disturbance activities and equipment mobilization, including vegetation removal, fence installation, etc. If project activities are delayed by more than five days, an additional nesting bird survey shall be performed. During the survey, the biologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, ruderal grasslands, buildings) in and immediately adjacent to the impact area, for nests. Active nesting is present if a bird is building a nest, sitting in a nest, a nest has eggs or chicks in it, or adults are observed carrying food to the nest. The results of the surveys shall be documented.

If active nests are observed within the project site, Condition 24 shall apply.

24. Active Nests. If an active nest is found sufficiently close to work areas to be disturbed by these activities, the biologist shall determine the extent of a construction-free buffer zone to be established around the nest, to ensure that active nesting protected by the MBTA and California Fish and Game Code will not be disturbed during construction. Within the buffer zone, no site disturbance and mobilization of heavy equipment, including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, demolition, and grading shall be permitted until the chicks have fledged. Monitoring will be required to ensure compliance with MBTA and relevant California Fish and Game Code requirements. Monitoring dates and findings shall be documented.

25. Pre-Construction Survey for Roosting Bats. A survey of tree cavities and structures within the project site, including a 50-foot buffer (as feasible) shall be conducted by a qualified bat biologist no less than 30 days before the start of construction-

related activities (including but not limited to mobilization and staging, clearing, grubbing, tree removal, vegetation removal, fence installation, demolition, and grading). If construction activities are delayed by more than 30 days, an additional bat survey shall be performed.

The survey may be conducted at any time of year but should be conducted in such a way to allow sufficient time to determine if special-status bats or maternity colonies are present on the site, provide replacement habitat (if required), and exclude bats during the appropriate time of year (e.g. outside the maternity season from March 1 to August 31). The results of the survey shall be documented.

If no habitat or signs of bats are detected during the habitat suitability survey, no further surveys are warranted. If suitable habitat is present and signs of bat occupancy (e.g., guano pellets or urine staining) are detected, Condition 26 shall apply.

26. Acoustic Survey. If suitable habitat is present and signs of bat occupancy are detected, a follow-up dusk emergence survey should be conducted no less than 30 days prior to construction activities or removal of potential habitat during the spring or summer months, when bats would be detected. A dusk survey shall determine the number of bats present and shall also include the use of acoustic equipment to determine the species of bats present. For removal of roost habitat, the 30 days allows time for the exclusion and replacement of roost habitat in the step described below. The results of the survey shall be documented. If an active roost is observed within the project site, Condition 27 shall apply.
27. Roost Buffer. If a day roost of a special-status bat or a maternity colony is detected and is found sufficiently close to work areas to be disturbed by construction activities, the qualified biologist shall determine the extent of a construction-free buffer zone, in consultation with CDFW under its Lake and Streambed Alteration Agreement issued for the project, to be established around the roost. Within the buffer zone, no site disturbance and mobilization of heavy equipment, including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, demolition, and grading shall be permitted. Monitoring shall be required to ensure compliance with relevant California Fish and Game code requirements. Monitoring dates and findings shall be documented. If an active roost cannot be avoided by construction activities, Condition 28 shall apply.
28. Exclusion and Replacement Roost Habitat. If day roosts of a special-status bat or maternity colony are detected and cannot be avoided, replacement roost habitat appropriate for the species shall be provided, as determined by the qualified biologist, prior to removal of the roost.

Outside of the maternity season, a day roost may be removed after individual bats are safely evicted under the direction of a qualified bat biologist. Eviction shall occur between September 1 and March 31 but shall not occur during long periods

of inclement or cold weather (as determined by the bat biologist) when prey is not available, or bats are in torpor. If feasible, one-way doors shall be used to evict bats from tree roosts. If use of a one-way door is not feasible, or the exact location of the roost entrance in a tree is not known, the trees with roosts that need to be removed shall first be disturbed by removing some of the trees' limbs not containing the bats. Such disturbance shall occur at dusk to allow bats to escape during the darker hours. These trees shall then be removed the following day. The eviction method for structures shall be determined by the qualified biologist. All of these activities shall be performed under the supervision of the bat biologist. The replacement roost habitat shall be monitored for two years and the criteria for success will be the occupancy of the replacement roost structure. If the roost structure is not occupied after two years, CDFW will be consulted on what adaptive management measures will be implemented. Monitoring dates and findings shall be documented.

29. Tree Protection. The contractor shall hand trench near trees and cut roots as directed by a certified arborist. Trees adjacent to the work area shall be protected with fencing or other measures as directed by a certified arborist.
30. Restoration. Upon completion of construction, temporary impacts to riparian habitat shall be restored in place at a 1:1 ratio through re-establishment of original contours along the top of bank, decompaction of compacted soils where necessary, and seeding with a native seed mix (as determined by a qualified restoration ecologist). Use of invasive plant species, as defined by the California Invasive Plant Council (Cal-IPC), is prohibited. To compensate for the loss of one mature coast live oak the project will replace the oak at a 3:1 mitigation ratio with 15-gallon coast live oak plantings along the top of Atherton Channel. Seeding with a native seed mix and the installation of the oak plantings shall be performed by a qualified revegetation contractor under the supervision of a qualified restoration ecologist. Plant and irrigation maintenance, including weeding (including the planting sites and invasive plant species as noted below), pruning and irrigation system repair and adjustments, shall be conducted by the revegetation contractor monthly for a period of two years to promote plant health and vigor during the plant establishment period, unless otherwise approved by a qualified restoration ecologist. Coast live oak plantings that die in this period shall be replaced.

Temporary impact areas and the coast live oak plantings shall be monitored for two years and the criteria for success will be 75% vegetation cover or more compared to pre-project conditions and no more than 5% cover of Cal-IPC-rated moderate and high impact weed species (excluding Cal-IPC-rated annual grasses). Both qualitative and quantitative measurements will be used to determine, on an annual basis, if the restoration area, including target planting and native species recruitment, achieves the goals of increasing the cover and diversity of riparian species and the habitat functions and values of the riparian corridor. Additional planting/adaptive management shall be recommended in each annual monitoring report if necessary. If the target survival rate is not met after two years, monitoring and adaptive management measures shall continue until restoration

goals are achieved. Monitoring and adaptive management measures shall be performed by a qualified restoration ecologist.

31. Water Pollution Prevention. Project activities have the potential to cause indirect impacts on jurisdictional waters to changes in water quality. However, construction projects in California causing land disturbances that are equal to one acre or greater must comply with State requirements to control the discharge of stormwater pollutants under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit; Water Board Order No. 2009-0009-DWQ). Prior to the start of construction/demolition, a Notice of Intent must be filed with the State Water Board describing the project. A SWPPP must be developed and maintained during the project and it must include the use of BMPs to protect water quality until the site is stabilized. Standard permit conditions under the Construction General Permit require that the applicant utilize various measures including the following: on-site sediment control best management practices, damp street sweeping, temporary cover of disturbed land surfaces to control erosion during construction, and utilization of stabilized construction entrances and/or wash racks, among other factors.

A list of BMPs may include:

- Work areas that are temporarily impacted shall be restored with respect to pre-existing contours and conditions, to the extent feasible, upon completion of work. Restoration work including re-vegetation and soil stabilization shall be evaluated upon completion of work and performed, as needed.
- Store, handle, and dispose of construction materials and wastes properly, so as to prevent their contact with stormwater.
- Control and prevent the discharge of all potential pollutants, including solid wastes, paints, concrete, petroleum products, chemicals, wash water or sediment and non-stormwater discharges to storm drains and water courses.
- Avoid cleaning, fueling, or maintaining vehicles on site, except in a designated area in which run-off is contained and treated.
- Perform clearing and earth moving activities during dry weather to the maximum extent practical.
- Remove spoils promptly and avoid stockpiling of fill materials when rain is forecast. Cover soil stockpiles and other materials with a tarp or other waterproof material during qualifying rain events.
- Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination and dispersal by wind.
- In the event of rain, all grading work is to cease immediately.
- Implement an erosion control plan during the wet season (October 15 through April 15), including, at a minimum, the following:
 - During the rainy season, all paved areas will be kept clear of earth material and debris.

- Inlet protection will be installed at open inlets to prevent sediment from entering the storm drain system.
- Straw rolls will be placed at the toe of slopes, and along the down slope perimeter of the project area.

A hazardous spill plan shall be developed prior to construction. The plan shall describe what actions will be taken in the event of a spill. The plan shall also incorporate preventative measures to be implemented, such as vehicle and equipment staging, cleaning, maintenance, and refueling; and contaminant (including fuel) management and storage. In the event of a contaminant spill, work at the site shall immediately cease until the contractor has contained and mitigated the spill. The contractor shall immediately prevent further contamination and notify appropriate authorities and mitigate damage as appropriate. Adequate spill containment materials, such as oil diapers and hydrocarbon cleanup kits, shall be available on site at all times. Containers for storage, transportation, and disposal of contaminated absorbent materials shall be provided in the project area.

32. Heritage Tree Removal and Replacement. The project would comply with the Town of Atherton heritage tree ordinance and submit a heritage tree removal application for the single heritage oak tree proposed to be removed. Also, the project would comply with all other tree removal requirements imposed by the Town, which may require replacement according to the discretion of the Planning Commission. Typically, for each tree permitted to be removed the project is required to plant three trees of a 15-gallon container size, or two trees of a 24-inch box container size, or one tree of a 15-gallon container size and one tree of a 36-inch container size, outside of the building area but within the project site.

33. Archaeological Resources. Prior to the beginning of construction, a qualified professional archaeologist shall conduct a cultural resources training session for construction crew members. Information shall be provided to construction personnel about the legal requirements relating to the discovery of buried cultural resources or buried human remains, as well as information useful in identifying historic and prehistoric cultural material, and the procedures to follow in the event that cultural resources or buried human remains are encountered during project excavation.

In the event archaeological resources are unearthed during ground-disturbing activities, all ground-disturbing activities on the site shall be halted so that the find can be evaluated. Ground moving activities shall not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find.

All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. In anticipation of additional discoveries during construction, Archaeological Sensitivity Training shall

then be carried out by a qualified archaeologist for all personnel who will engage in ground moving activities on the site.

It is possible for a lead agency to determine that an artifact is considered significant to a local tribe, and thus considered a significant resource under CEQA, even if it would not otherwise be considered significant under CEQA. As such, all Native American tribal finds shall be considered as a significant Tribal Cultural Resource, pursuant to PRC 21074 until the lead agency has enough evidence to make a determination of significance.

The Town shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis. If appropriate, the archaeologist may introduce archaeological monitoring on all or part of the site. An archaeological report will be written detailing all archaeological finds and submitted to the City and the Northwest Information Center.

34. Disturbance of Human Remains Previously Unknown. In the event that human remains are unearthed during ground-disturbing activities, Section 7050.5(b) of the California Health and Safety code shall be implemented. Section 7050.5(b) states:

In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the NAHC within 24 hours. The Commission has various powers and duties, including the appointment of a Most Likely Descendant (MLD) to the project. The MLD, or in lieu of the MLD, the NAHC, has the responsibility to provide guidance as to the ultimate disposition of any Native American remains.

35. Groundborne Vibration. Prior to project construction, the Town shall erect fencing around Perry Stables. The fencing shall be established at a distance no less than 25 feet from the structure and be maintained throughout the duration of

construction activities. If at any time heavy-duty construction equipment is required to operate within 25 feet of Perry Stables (e.g., for earth moving activities associated with the excavation of the discharge line, diversion pipe, or Atherton Chanel in-steam alteration), the fencing shall be reestablished at a distance closer to Perry Stables that will not interfere with the earth moving activity. Any heavy-duty, off-road equipment used for earth-moving activities within 25 feet of Perry Stables shall be subject to groundborne vibration monitoring using a seismograph installed near the structure façade closest to the earth moving activity being undertaken. If at any time during earth moving activities the seismograph monitors a vibration level at or in excess of Caltrans transient vibration threshold of 0.12 in/sec PPV, earth moving activities shall cease until another form of excavation that does not generate groundborne vibration levels of 0.12 in/sec PPV is identified. This may be accomplished by utilizing a smaller or different piece of equipment, or conducting the earth moving activities by manual means (e.g., shovels, pick-axes, etc.). Monitoring may cease once earth-moving activities within 25 feet of Perry Stables are no longer taking place. The 25-foot buffer around Perry Stables shall be reestablished and maintained for the duration of construction activities, once excavation activities within 25 feet of Perry Stables has concluded.

36. All exterior lighting shall be shielded or down lit so the source of light is not visible from other properties to the satisfaction of the Building Official.
37. The applicant shall obtain approval for a landscape screening plan pursuant to Chapter 17.50 of the Atherton Municipal Code.
38. The applicant shall implement the following construction traffic control measures to the satisfaction of the Building Official and Town Planner:
 - To mitigate potential traffic and parking impacts during construction require the contractor to identify off-site parking for part or all of the workers' vehicles to offset the impacts of construction traffic added at the access driveway. Also require the contractor to shuttle workers parked off-site to and from the site.
 - Provision of a temporary construction parking lot at Cartan Field or other off-campus parking facilities with shuttle provisions.
 - Limitation of truck deliveries to off-peak hours in order to minimize impacts to the El Camino Real/Alejandra intersection.
 - To mitigate potential traffic impacts during dirt haul operations require the contractor to develop a detailed traffic management plan to control off-haul and crew traffic at the access driveway and El Camino Real/Alejandra Ave. intersection, including traffic controls/flagging personnel to manage traffic flows effectively during the morning school access hours and construction hours.
 - To mitigate potential traffic conflicts during peak school commute hours develop a traffic management plan to avoid construction vehicle conflicts with school commuter traffic during the AM and PM school peak traffic hour

Lisa Costa Sanders,
Town Planner

Effective Date:
Atherton, CA

ORDINANCE 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON ADOPTING THE CARTAN FIELD STORMWATER
CAPTURE PROJECT DEVELOPMENT AGREEMENT

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and,

WHEREAS, the Town is required to comply with the Municipal Regional Permit (MRP) conditions issued by the San Francisco Bay Regional Water Quality Control Board for storm water quality; the MRP requires all permittees to implement green infrastructure improvements to reduce the amount of mercury and polychlorinated biphenyl (PCB) in stormwater discharges to the San Francisco Bay; and

WHEREAS, the Town retained engineers to design a stormwater capture facility at Cartan Field, referred to as the Cartan Field Stormwater Capture Project (Project), that would help alleviate local and downstream flooding through stormwater detention and meet MRP pollutant reductions by capturing and filtering dry-weather and a portion of wet weather flows; and

WHEREAS, the entitlements for the Project include a Conditional Use Permit (CUP), Development Agreement, and associated Initial Study/Mitigated Negative Declaration (IS/MND) to analyze the environmental impacts; and

WHEREAS, Sections 65864, et seq. of the California Government Code provide for preparation and adoption of development agreements; and

WHEREAS, the Town's Planning Staff recommended the proposed Development Agreement as the proper mechanism to facilitate construction of a needed stormwater capture facility; and

WHEREAS, Section 17.07.040 of the Atherton Municipal Code (AMC) requires the City Council to approve development agreements, after the Planning Commission makes a recommendation on the entitlement; and

WHEREAS, on March 21, 2020, the Planning Commission held a duly noticed public hearing pursuant to Government Code § 65867 at which the Planning Commission considered all testimony, both oral and written, regarding the IS/MND, the MMRP, Conditional Use Permit application, and proposed Development Agreement; and

WHEREAS, the after closing the public hearing and discussing the Project on March 21, 2020, the Planning Commission voted to recommend that the City Council adopt and approve the IS/MND, Mitigation Monitoring and Reporting Plan (MMRP), Conditional Use Permit, and Development Agreement; and

WHEREAS, prior to adoption of the proposed Development Agreement, the City Council has made the following findings: that on [REDACTED] the City Council by adopted Resolution No. 2020-XX certifying as adequate and complete the IS/MND and a MMRP for the Project; and that the MMRP will constitute fulfillment of the CEQA monitoring and/or reporting requirement set forth in Section 21081.6 of the Public Resources Code and Section 15091(d) of Title 14 of the California Code of Regulations; and

WHEREAS, the City Council has reviewed the Development Agreement and conducted a Public Hearing.

THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES ORDAIN AS FOLLOWS:

SECTION 1. **Recitals.**

The City Council hereby finds that the foregoing recitals are true and correct, and hereby incorporated into this Ordinance.

SECTION 2. **Development Agreement Findings.**

The City Council hereby finds and determines as follows:

- a. In accordance with Section 17.07.050 of the AMC, the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Atherton General Plan and the PFS Zoning District Standards because those zoning and General Plan designations contemplate public facilities at the property site and a stormwater capture facility is a public utility.
- b. The Development Agreement conforms to public convenience, general welfare and good land use practices, in furtherance of orderly planning efforts because they will provide for stormwater capturing and reduce flooding from Atherton Channel to meet the Town's obligations under the Municipal Regional Permit conditions issued by the San Francisco Bay Regional Water Quality Control Board and in furtherance of the public's welfare.
- c. The Development Agreement will not be detrimental to the health, safety and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole because of the overall project design as well as the mitigation measures identified in the IS/MND and MMRP.

SECTION 3. **Approval.**

Based on the findings set forth in this Ordinance, and the evidence in the Planning Commission recommendations, the Staff Report and accompanying documents, the City Council approves the Development Agreement attached hereto as Exhibit A and incorporated herein fully, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 4. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this ordinance for any reason shall be held to be invalid or unconstitutional, the decision shall not affect the remaining portions of this ordinance. The City Council of the City hereby declares that it would have passed this ordinance and each article, section, subsection, paragraph, sentence, clause or phrase which is a part thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences, clauses or phrases are declared to be invalid or unconstitutional.

SECTION 5. Effective Date and Publication.

This Ordinance shall take effect thirty (30) days after its adoption, and shall be published once within fifteen (15) days of its passage in [REDACTED], a newspaper of general circulation, published and circulated in the Town of Atherton, County of San Mateo and thenceforth and thereafter shall be in full force and effect.

Town of Atherton, a municipal corporation

MAYOR: _____
RICK DEGOLIA

ATTEST: _____
ANTHONY SUBER, CITY CLERK

STATE OF CALIFORNIA }
COUNTY OF SAN MATEO } SS:
TOWN OF ATHERTON }

I, Anthony Suber, City Clerk of the Town of Atherton, do hereby certify that the foregoing Ordinance had its first reading and was introduced during the public meeting of the City Council on the ____ day of _____, 2020, and had its second reading and was adopted and passed during the public meeting of the City Council on the ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
ANTHONY SUBER
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

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AND WHEN RECORDED MAIL TO:

Town of Atherton
150 Watkins Avenue
Atherton, CA 94027
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWN OF ATHERTON

AND

MENLO COLLEGE AND MENLO SCHOOL

**DEVELOPMENT AGREEMENT RELATIVE TO THE DEVELOPMENT KNOWN AS
ATHERTON STORMWATER CAPTURE FACILITY AT CARTAN FIELD**

This Development Agreement (“Agreement”) is made and entered into between the TOWN OF ATHERTON, a municipal corporation (“City”), and MENLO COLLEGE AND MENLO SCHOOL, a California Nonprofit Public Benefit Corporation (“Landowner”). City and Landowner are hereinafter collectively referred to as the “Parties” and singularly as “Party.”

RECITALS

A. **State Authorization.** To strengthen the public planning process, encourage participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65864 et seq. (the “Development Agreement Statute”), which authorizes the City and any person or entity having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights.

B. **Local Authorization.** On February 5, 2020 the City Council approved the filing of a Planning Commission Application for a Conditional Use Permit to allow the construction and operation of a stormwater capture facility at the Cartan Field. The City Council also authorized the City Manager to sign and file said application with the Town Planner pursuant to Atherton Municipal Code Chapter 17.06 (“Planning Application”).

C. **The Project.** The City desires to construct a stormwater detention facility on and within Landowner’s property to reduce flooding potential and improve the quality of stormwater discharges from its municipal stormwater drainage system as part of its Municipal Regional Stormwater Permit. The proposed Stormwater Capture Facility (the “Project”) would provide co-benefits of both water quality improvement and flood management. The Project includes construction of a large underground tank (capacity of up to 9 acre-feet of stormwater), various appurtenances accessible through vaults and manholes, with some above ground structures including an in-stream inflatable rubber dam, drop inlet, and a structure to house equipment.

D. **The Property.** Landowner owns fee title to that certain real property located at 30 Alejandra Avenue, Atherton, California (County of San Mateo APN 070 250 190), and more particularly described in Exhibit A and attached hereto (the “Property”).

E. **Landowner Approvals.** Beginning in 1957 and until 1999, Landowner applied for and the City approved, a series of conditional use permits to facilitate the use of Landowner’s property for certain sports activities and related improvements. Those uses are ongoing to present. A description of the existing conditional use permits (“Existing CUPs”) is provided in Exhibit B and attached hereto.

F. **Public Hearings.** On April ____, 2020 the Planning Commission of the Town of Atherton, serving as the City’s planning agency for purposes of development agreement review pursuant to Government Code section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

G. **Environmental Review.** The City Council certified as adequate and complete the Initial Study/Mitigated Negative Declaration (SCH No.020019023) (“IS/MND”) for the Project

in Resolution 20-____. Mitigation Measures were identified in the IS/MND. The City Council has adopted Mitigation Measures, as reflected in the CEQA findings of fact adopted by the Council, and in the City's Mitigation Monitoring and Reporting Program. The Mitigation Measures adopted by the City are incorporated into the Project as reflected by the CEQA findings of fact adopted by the City Council for the Project.

H. **Public Benefits**. Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:

1. Implementation of the goals set forth in the City-wide Drainage Study Update prepared in 2015 to reduce flooding associated with the Atherton Channel;
2. Management of a 10-year storm event to minimize flooding associated with the existing Marsh Road box culvert;
3. Compliance with the Municipal Regional Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board;
4. Contribution of funding by Caltrans to the City for the construction of the Project; and,
5. The elimination of uncertainty in the City's land use planning for the Property, assurances of installation of necessary improvements and appropriate mitigation measures. This Project will attain the maximum effective utilization of resources within the City at the least economic cost to its citizens, secure public improvements and other amenities that could not otherwise be obtained, and otherwise achieve the goals and purposes for which the Development Agreement Ordinance was enacted by the City.

I. **Landowner Assurances**. In exchange for the benefits to the City in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Landowner will receive by this Agreement assurance that it may continue its uses under the Existing CUPs and therefore, desires to enter into this Agreement.

J. **Consistency with General Plan**. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in Ordinance No. _____, the City found that this Agreement satisfies the Government Code section 65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the above Recitals and mutual promises, conditions and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

1. **Definitions**. In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.

1.1. "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

1.2. "CEQA" means the California Environmental Quality Act, as set forth at California Public Resources Code, Division 13, commencing at Section 21000 and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at Section 15000.

1.3. "City" means the Town of Atherton, including its agents, officers, employees, representatives and elected and appointed officials.

1.4. "City Manager" means the City Manager of the Town of Atherton, or his or her designee.

1.5. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

1.6. "Development Agreement Law" means Government Code section 65864 et seq. and the procedures and requirements for the consideration of development agreements contained in City Resolution No. 88-111, as amended by City Council Resolution No. 96-62. In the event of a conflict, the requirements of Government Code section 65864 et seq. shall control.

1.7. "Effective Date" means that day on which the Adopting Ordinance shall be effective. The Adopting Ordinance shall be effective thirty (30) days after its adoption by the City Council, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case, the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the voters. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the City. Notwithstanding the foregoing, this Agreement shall not become effective until fully executed.

1.8. "Existing CUPs" means the conditional use permits approved by the City for the Landowner between the years 1967 and 1999, as more particularly described in Exhibit B and subject to the conditions of approval, mitigation measures and Existing Land Use Regulations as of the effective date of this Agreement, along with summer camp use. Existing CUPs does not include any amendments to Existing CUPs or requests for or approved new conditional use permits obtained by Landowner after the Effective Date.

1.9. "Existing Land Use Regulations" means the ordinances, resolutions and regulations applicable to the Project, to the extent they govern the permitted uses of land, and the density and intensity of land use as they exist on the Effective Date.

1.10. "Fees" means all charges, expenses, costs, monetary exactions and any other monetary obligations imposed on Landowner by the City, and shall not be limited to fees paid pursuant to this Agreement.

1.11. "General Plan" means the General Plan of the City including the text and maps, as approved by the City in 2002, plus any other General Plan amendments approved by the City on or before the Effective Date.

1.12. "Infrastructure" means the basic facilities, services, and installations needed for the functioning of the Project.

1.13. "Landowner" means Menlo College and Menlo School, a California Nonprofit Public Benefit Corporation, together with any Successor.

1.14. "Law" means the case law, ordinances, statutes, rules, regulations, or any order, decree or directive of any court or any local, regional, state or federal government agency, unless the context suggests a different meaning.

1.15. "Mitigation Measures" means the mitigation measures recommended in the IS/MND, and as modified or adopted by the City Council.

1.16. "Mitigation Monitoring and Reporting Program" means the plan for implementation of the Mitigation Measures, identified in the IS/MND, and adopted by the City Council.

1.17. "Planning Commission" means the Town of Atherton Planning Commission.

1.18. "Processing Fees" means all fees imposed by the City and payable upon the submission of an application for a permit or approval, which cover only the estimated actual costs of processing that application, and are not only applicable to the Project but applied city-wide.

1.19. "Project" means the physical development of the Property as described in the project description in the Atherton Stormwater Capture Facility at Cartan Field IS/MND, and as supplemented by the provisions of this Agreement.

1.20. "Property" means that certain real property located at 30 Alejandra Avenue, Atherton, California (County of San Mateo APN 070 250 190), and more particularly described in Exhibit A and attached hereto.

1.21. "Reserved Powers" means those powers explicitly reserved to the City by this Agreement pursuant to Section 8.2 of this Agreement.

1.22. "Successor" or "Successor in Interest" means any subsequent owner that acquires all or any portion of the Property. No Successor shall acquire any rights pursuant to this Agreement unless and until that Successor complies with any applicable requirements of Section 16 of this Agreement.

1.23. "Summer Camp" means the use of the Property during the months of June, July, and August, for the purpose athletic instruction, child and young adult programs, and similar uses.

1.24. "Vested Right" means the right of Landowner to continue to use the Property in accordance with the terms set forth in the Existing CUPs.

AGREEMENT

1. **Incorporation of Recitals.** The Recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of Property.** The Property, which is the subject of this Agreement, is defined in Section 1.21 ("Property").

3. **Relationship of City and Landowner.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

4. **Representations, Warranties and Acknowledgments.**

4.1 **Title to Property.** Landowner represents and warrants that as of the Effective Date, Landowner holds legal and/or equitable interest in and to the Property and that all persons holding legal or equitable interest in the Property shall be bound by the Agreement.

4.2 **Authority.** The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.

4.3 **Brokers.** The Parties represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Landowner shall indemnify, defend and hold harmless the City in accordance with Section 15.1.

4.4 **Procedures and Requirements.** The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.

5. **Effective Date and Term.**

5.1 **Effective Date.** The effective date of this Agreement means the later of (1) the date the Enacting Ordinance takes effect pursuant to Town ordinances and charter, or (2) if the Enacting Ordinance is subject to a valid referendum proceeding pursuant to Elections Code §§ 3500 et seq., the date the Enacting Ordinance is upheld pursuant to such referendum proceeding.

5.2 **Term.** In consideration for the expenditure of significant capital, the Project's purpose to facilitate health, safety and welfare mandates, and notwithstanding Section 17.07.080 of the Atherton Municipal Code, the term of this Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated, for good cause, by the City, including, for example, the City's election to not move forward with the Project. If the City elects to terminate the Agreement for this reason, the City shall provide Owner with thirty (30) days written notice. The termination will also result in no vested rights to the land uses by Owner.

6. **Obligations of City.**

6.1 **Project Construction.** The City shall prepare plans, obtain required regulatory permits and approvals, construct the Project. Upon completion of the construction of the Project, the City will return the surface of the property subject to the easement and affected by construction of the Project, to its original condition, including athletic fields and equipment, excluding those appurtenances associated with the Stormwater Capture Facility.

6.2 **Consideration of Future Conditional Use Permits.** The City shall consider any new Conditional Use Permits or changes to any existing Conditional Use Permits requested by Landowner, in a timely manner as provided for in the Atherton Municipal Code. Nothing in this agreement obligates the City to approve, modify or deny any valid request for a Conditional Use Permit submitted by Landowner. Landowner may request a continuance of consideration of the application or withdraw of the application for a Conditional Use Permit at any time prior to Planning Commission or City Council action on the application, provided the withdrawal is in writing and signed by Landowner. The Planning Commission and/or City Council shall authorize a continuance of consideration of the application, if requested. With that withdrawal, the existing uses remain in full force and effect.

6.3 **Future Conditional Use Permit Validity.** Should a Future Conditional Use Permit be approved pursuant to Section 6.2 and the City ultimately decides not to construct the Project, the new Conditional Use Permit would not then be revoked or modified as a result of the decision to not construct the Project. However, the future use would also not be entitled to any vested rights.

6.4 **Enrollment Caps and/or Transportation Demand Management Conditions.** The City shall not impose enrollment caps and/or transportation demand management conditions on the Landowner as part of this Agreement. However, nothing in this Agreement prohibits or prevents the City from considering and/or requiring conditions regulating enrollment caps and/or transportation demand management obligations on future entitlements applied for by Landowner.

6.5 **Assistance in Meeting Stormwater Detention and/or Treatment Requirements.** The City shall, upon request by Landowner, allow reasonable use of Project to assist the Landowner in meeting regulatory stormwater detention and/or treatment requirements (so called C.3 requirements), provided such use does not interfere or disrupt operations and maintenance of the Project.

7. Obligations of Landowner

7.1 The principal purpose of this Agreement is the construction, operation and maintenance of the Project. To that end, Landowner agrees to allow the City, to construct a large underground tank (capacity of up to 9 acre-feet of stormwater), various appurtenances accessible through vaults and manholes, with some above ground structures including an in-stream inflatable rubber dam, drop inlet, and a structure to house equipment on its Property. The City's use of Landowner's Property will not be subject to any payment from City to Landowner. The Landowner also agrees to allow the City and its agents to access the Project on Landowner's Property in order to maintain, operate and inspect the Project.

7.2 The City is required to apply for a Conditional Use Permit for the Project. Landowner shall cooperate with the City by signing applications and performing other similar duties necessary to advance the Project through governmental approval processes. Landowner shall not be obligated to expend significant funds or time in complying with these duties.

7.3 Landowner shall not withhold any proposed transfer of maintenance responsibility or ownership of the Project facilities to another governmental agency or regional agency with the ability to maintain and operate such a facility. Landowner's approval shall be delivered in writing to the City within a reasonable time after notification and Landowner shall cooperate with any document recordings or filings necessary.

8. **Approvals and Vested Rights.**

8.1 **Project Approvals; Existing and Future Entitlements.** Upon the Effective Date, Landowner shall acquire a vested right to the Existing CUPs and all rights, obligations, terms and conditions thereto.

8.1.1 Landowner shall be entitled to apply to the City for approvals to develop different uses or projects, and/or to make repairs, improvements, additions and renovations to the existing buildings, structures, landscaping and infrastructure at the Property (the "Existing Improvements"), in conformance with the Atherton Municipal Code, Existing CUPs, and this Agreement.

8.1.2 The City agrees not to unreasonably or arbitrarily withhold, condition or delay consent to such repairs, improvements, additions and renovations to the Existing Improvements.

8.1.3 Any amendments to Existing CUPs or applications for new entitlements will not be a part of, or subject to, the vested rights conferred to Landowner by this Agreement.

8.2 **Reserved Powers Relating to Project Entitlements and Approvals.** Notwithstanding any other provision of this Development Agreement to the contrary, the City retains the following reserved powers and retains the authority to take the following actions:

8.2.1 Grant or deny applications for land use entitlements and approvals for the Project and the Property;

8.2.2 Approve, disapprove or revise subdivision maps, parcel maps or lot line adjustments for the Project and the Property;

8.2.3 Apply, or adopt and apply, design and construction requirements for specific Public Improvements to serve the Project on the Property;

8.2.4 Adopt and apply City-wide property transfer and/or excise taxes;

8.2.5 Adopt and apply City-wide utility charges;

8.2.6 Adopt and apply City-wide permit processing fees;

8.2.7 Adopt and apply regulations to protect the City and its citizens from immediate risks to health and safety. The Landowner hereby agrees that any regulation with respect to flood protection adopted by Federal or State flood control agencies, or by the City acting to implement rules or regulations adopted by Federal or State flood control agencies, shall be deemed necessary to protect the public health and safety provided such regulation is applied only to those areas identified by a responsible public agency as being at risk of flooding;

8.2.8 Adopt or increase fees, charges, assessments or special taxes otherwise authorized by and in compliance with State law (e.g. Gov. Code sections 66000 et seq.), except to the extent prohibited by this Development Agreement or state law;

8.2.9 Adopt and apply City-wide regulations relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects, and the

abatement of public nuisances; provided, however, that such regulations shall not unreasonably interfere with the uses conferred to Landowner in the Existing CUPs;

8.2.10 Adopt or undertake enforcement of land use regulation ordinances, policies, programs, or resolutions in order to comply with Federal or State laws, provided that in the event that such Federal or State laws, plans, programs or regulations prevent or preclude compliance with one (1) or more provisions of this Agreement, such provision or provisions shall be modified or suspended solely as may be necessary to comply with such Federal or State laws or regulations;

8.2.11 Adopt land use regulations, ordinances, policies, programs or resolutions that are not in conflict with, or that are less restrictive than, the terms and conditions for development of the Project on the Property established by this Development Agreement and which do not impose additional burdens on the Property subject to the Existing CUPs other than those that are merely procedural in nature;

The foregoing Reserved Powers may be exercised by the City acting through its elected or appointed officials or its employees (subject to the appeal rights (if any) set forth in the Municipal Code), or directly by the electors through the initiative process.

8.3 **Meet and Confer.** If Landowner believes that the City is taking action to impair a vested right conferred by this Agreement, other than as allowed in this Agreement, Landowner shall provide to City written notice, describing the basis for Landowner's position. The Parties shall meet and confer within thirty (30) days thereafter in an attempt to arrive at a mutually acceptable solution. Nothing contained in this Section shall be construed to delay or otherwise modify the City's right under this Agreement and the Development Agreement Law in the event City determines that Landowner has failed to comply with this Agreement.

8.4 **Referendum.** Landowner acknowledges that the Adopting Ordinance, which is a legislative land use approval, is potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Landowner shall not acquire a vested right to any legislative land use approval (or to any amendment thereto): (1) while such approval or amendment is still potentially subject to referendum or (2) in the event that such approval or amendment is reversed by referendum.

9. **Use of Property.**

9.1 **Permitted Uses.** The uses of the Property as described in the Existing CUPs, in addition to operation of summer camps, are permitted during the term of this Agreement. Landowner may seek additional future entitlements from the City, however, no construction, use, or activity shall interfere with the Project and operation of the stormwater capture facility.

9.2 **Development Regulations.** Landowner shall provide written notice to City in the event it wishes to take action on that portion of the Property that is adjacent to, on top of, or that would otherwise affect the Project. The City shall have the right to impose reasonable conditions to protect the integrity and operations of the Project.

10. **Additional Obligations.**

10.1 **Temporary Construction Easements.** Landowner shall provide to City, at no cost, temporary construction easements on the Property as needed for staging, grading, and/or

construction of Backbone and Supplemental Improvements, provided however that such easements do not unreasonably interfere with existing tenant uses of the property. Landowner shall use the form of easement as attached as Exhibit _____. City shall use its reasonable best efforts to minimize disruption to existing development and tenancies during construction of Backbone and Supplemental Improvements.

10.2 **Access, Maintenance and Operating Easements.** Landowner shall provide to City, at no cost, access, maintenance and operating easements on the Property to allow City, its agents and its assigns to access the improvements on the Property constructed for the Project. Such access will be for maintenance, operation of and inspections of the infrastructure of the Property; provided however, that such easements do not unreasonably interfere with existing tenant uses of the property. Landowner shall use the form of easement as attached as Exhibit _____.

11. **Amendment or Cancellation.**

11.1 **Amendment by Mutual Consent.** This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law and the Municipal Code.

11.2 **Insubstantial Amendments.** The City Manager is authorized to approve insubstantial amendments to this Agreement on behalf of the City without a hearing before or action by the Planning Commission or City Council. "Insubstantial amendments" means amendments to this Agreement which do not relate to (1) the term of the Agreement; (2) the permitted uses of the Property; (3) the reservation or dedication of land and similar substantive changes.

11.3 **Amendment of Existing CUPs.** Any amendment of Existing CUPs will require review and possible amendment of this Agreement.

12. **Mortgage Protection.**

12.1 **Mortgage Protection.** This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof where the Project lays after the date of recording the Agreement, including the lien of any deed of trust or mortgage (the "Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee (the "Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12.2 **Notice of Default to Mortgagee.** If City receives a notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City agrees to use its best efforts to deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise use commercially reasonable efforts to serve notice of noncompliance on such Mortgagee concurrently with service thereon on Landowner. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the event of default claimed

or the areas of noncompliance set forth in City's notice. If a Mortgagee shall be required to obtain possession in order to cure any default, then vis-à-vis the Mortgagee, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure but in no event may this period exceed one hundred twenty (120) days from the City's notice; provided, however, that City has no obligation to provide notice or an opportunity to cure in the event the City exercises its right to terminate this Agreement. The time periods for notice and cure set forth in this Section shall run concurrently with the time periods for notice and cure set forth in this Agreement.

13. Annual Review of Agreement.

13.1 **Review Date.** The annual review date of this Agreement (the "Review Date") as required by Development Agreement Law shall be approximately twelve (12) months from the Effective Date and every twelve (12) months thereafter.

13.2 **Procedures.** The procedures for annual review shall be as set forth in the Development Agreement Law.

14. Default.

14.1 **Default.** The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an event of default. (For purposes of this Agreement, a Party asserting that the other Party is in default shall be referred to as the "Complaining Party" and the other Party shall be referred to as the "Defaulting Party.")

14.2 **Notice.** The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.

14.3 **Cure.** The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. If the default cannot be reasonably cured within such time, the default shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than one hundred twenty (120) days after receipt of the first notice of default.

14.4 **Remedies.** If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to cure the default and seek repayment from the Defaulting Party; provided, however, that the Defaulting Party has been put on written notice. The Complaining Party may also pursue all remedies available at law or in equity, including specific performance and injunctive relief.

14.5 **Waiver of Damages.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement or constructed the Project if Landowner could rescind the City's right to use the Property for the

Project. Therefore, Landowner hereby waives all claims or rights to terminate this Agreement for any breach of this Agreement by the City.

15. **Insurance and Indemnity.**

15.1 **Indemnification, Defense and Hold Harmless.** Landowner shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with use of the Property that may impact the Project, including uses in connection with the Existing CUPs, and including any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project), or Landowner's failure to comply with any of its obligations in this Agreement, or Landowner's failure to comply with any current or prospective Law; provided, however, that Landowner shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the City, or with respect to the maintenance, repair or condition of the Project.

15.2 The City shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the Landowner (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the construction of or use of Project; provided, however, that the City shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the Landowner or its agents, students, or employees.

15.3 **Insurance.**

15.3.1 **Public Liability and Property Damage Insurance.** At all times that Landowner is constructing any Improvements above, adjacent to, or that would otherwise affect the City's Project (the "Improvements"), Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of one million dollars (\$2,000,000) and a deductible of not more than fifty thousand dollars (\$50,000) per claim, as those amounts are increased pursuant to the San Francisco Consumer Price Index annually. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

15.3.2 **Workers' Compensation Insurance.** At all times that Landowner is constructing any improvements on the Property, Landowner shall maintain workers' compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance. At all times that City is constructing the Project, City shall require its contractors to maintain workers' compensation insurance for all persons employed by contractor for work at the Project site. The City agrees to indemnify the Landowner for any damage resulting from Landowner's failure to maintain any such insurance.

15.3.3 **Evidence of Insurance.** Prior to commencement of construction of any improvements, Landowner shall furnish the City satisfactory evidence of the insurance required and evidence that the carrier is required to give the City at least fifteen (15) days prior written

notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Owner performing work on the Property for the Existing CUPs.

16. **Binding Effect on Successors.**

16.1 **Assignment.**

16.1.1 Landowner may, in connection with any Property transfer, assign its interests under this Agreement, in whole or in part; however, no such assignment shall be effective until execution and delivery by Landowner and the assignee of an assignment substantially in the form attached hereto as Exhibit.

16.2 **Subsequent Assignments.** Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Agreement.

16.3 **Runs with the Land.** Except as otherwise provided in this Agreement, and for so long as this Agreement remains in effect, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1466 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property: (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

17. **Miscellaneous.**

17.1 **Estoppel Certificate.** Either Party may at any time request the other Party to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other Party; and (3) to the best knowledge of the other Party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its best efforts to execute and return the estoppel certificate to the requesting Party within thirty (30) days of the request. The City Manager shall have authority to execute such certificates on behalf of the City.

17.2 **Recordation.** This Agreement shall not be operative until recorded with the San Mateo County Recorder's office. Landowner shall record this Agreement at its expense with the County Recorder's office within ten (10) days of the Effective Date, and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same become effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affect less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument. Alternatively, Landowner and City may execute the instrument

entitled "Memorandum of Development Agreement" attached hereto as Exhibit, which shall be recorded against the Property, in lieu of recording the entire Agreement.

17.3 **Notices.** All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

Notice required to be given to the City shall be addressed as follows:

TOWN OF ATHERTON
150 Watkins Avenue
Atherton, CA 94027
ATTN: City Manager

Notice required to be given to the Landowner shall be addressed as follows:

MENLO COLLEGE AND MENLO SCHOOL
1000 El Camino Real
Atherton, CA 94027
ATTN: _____

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

17.4 **References to Municipal Code.** This Agreement contains references to articles and sections of the City's Municipal Code. If, after the Effective Date, the City amends or renumbers its Municipal Code, then the references in this Agreement shall be understood to apply to the amended or renumbered Municipal Code.

17.5 **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.

17.6 **Force Majeure.** Any delay in the performance of any obligation under this Agreement which is unforeseeable and beyond the control and without the fault or negligence of either Party shall be deemed not to be a default where the delay is an enforced delay due to causes beyond such Party's reasonable control, including without limitation war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, delays attributable to any applicable permitting agency (which delays extend beyond such agency's customary time period for permitting projects of the nature of the Project and provided that the Party claiming delay timely completed and delivered to such agency all submittals required by such agency to be submitted with respect to the Project), or the discovery of historical artifacts during construction. The Party claiming delay shall give the other Party notice of any enforced delay within thirty (30) days following the date such delay commences. An extension of time for any such cause shall be for a reasonable time, as approved by the other Party (such approval not to

be unreasonably withheld). In no event shall any period of enforced delay exceed one hundred and eighty (180) days if the Party claiming delay has not made reasonable and prudent efforts to terminate such enforced delay.

17.7 Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.

Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, each Party shall bear its own costs (including attorneys' fees) and neither Party shall be entitled to recover such costs from the other Party.

17.8 Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the Parties shall cooperate and appear in defending such action. Each party shall bear its own costs of defense in any such action.

17.9 Liability of City Officials. No City official or employee shall be personally liable under this Agreement.

17.10 Delegation. Any reference to any City body, official or employee in this Agreement shall include the designee of that body, official or employee, except where delegation is prohibited by law.

17.11 Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

17.12 Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.

17.13 Counterparts. This Agreement may be signed in one (1) or more counterparts, and will be effective when the Parties have affixed their signatures to counterparts, at which time the counterparts together shall be deemed one (1) original document; provided, however, that all executed counterparts are provided to the City Clerk.

17.14 Interpretation. The Parties acknowledge that this Agreement has been negotiated by both Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by both Parties.

17.15 Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Municipal Code, this Agreement shall prevail.

17.16 Incorporation. The Recitals, Exhibits, and all defined terms in this Agreement are part of this Agreement.

17.17 Compliance with Laws. In connection with its performance under this Agreement, Landowner shall comply with all applicable present and prospective laws.

17.18 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of

law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of San Mateo.

17.19 **Time of the Essence**. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereto are executing this Agreement on the dates set forth below, to be effective as of the Effective Date.

“CITY”

“LANDOWNER”

TOWN OF ATHERTON,
a municipal corporation

MENLO COLLEGE AND MENLO SCHOOL
a California Nonprofit Public Benefit Corporation

By: _____

By: _____

Name: _____

Name:

Its: _____

Its: President

Dated: _____, 2020

Dated: _____, 2020

ATTEST:

Anthony Suber
City Clerk

APPROVED AS TO FORM:

Mona G. Ebrahimi,
City Attorney

Exhibit B-2

Legal Description of the Property

Exhibit J

Form of Temporary Construction Easements

<p>WHEN RECORDED RETURN TO:</p> <p>Town of Atherton 150 Watkins Avenue Atherton, CA 94027 Attn: _____</p>	<p>THIS SPACE FOR RECORDER'S USE ONLY</p>
--	--

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

APN: _____

Project: **Cartan Field Stormwater Capture Facility**

AGREEMENT FOR
RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT

This Agreement for Right of Entry and Temporary Construction Easement (this "Agreement") is made this _____ day of _____, 2020, by and between _____, hereafter referred to as "Grantor," and the Town of Atherton, hereinafter referred to as "City," for a right of entry and temporary construction easement over, upon and across a portion of that real property in the Town of Atherton, State of California, as described herein.

WITNESSETH:

WHEREAS, Grantor and the City have entered into that certain Development Agreement dated _____, 2020, and recorded in the Official Records of San Mateo County, California, on _____, 2020, as Instrument No. _____ (the "Development Agreement"), pertaining to the development of certain real property owned by Grantor, located in the Town of Atherton, San Mateo County, California, and more particularly described in the Development Agreement (the "Property"), on the terms and conditions set forth therein.

WHEREAS, in accordance with the terms of the Development Agreement, Grantor desires to grant to the City, and the City desires to accept from Grantor, temporary access onto and use of a portion of the Property for the purposes of constructing new surface and underground improvements within existing fields and roads required by the Development Agreement as part of the City's Cartan Field Stormwater Capture Facility Project, as provided

herein.

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF TEMPORARY CONSTRUCTION EASEMENT. Subject to the terms and conditions set forth herein, Grantor hereby grants to City, a non-exclusive temporary construction easement (“TCE”) on, over, under, and across that portion of the Property more particularly described in Exhibit “A” and depicted in Exhibit “B” attached hereto (the “Easement Area”), for the purpose of allowing City, its employees, representatives, agents and contractors (collectively, “Agents”) access onto and use of the Easement Area to conduct, at the City’s sole cost and expense, some or all of the following activities (collectively, the “Construction Activities”): (a) installing, constructing and/or improving certain public facilities located on adjacent and nearby property, and demolition of structures thereon, and accomplishing all necessary incidents and appurtenances thereto; (b) moving structures, walls and fences and restoring or replacing “in like kind” all walls, fences, and gates, within the Easement Area that are destroyed or damaged; (c) conforming the grade of the Easement Area to the new roadway, park/field and sidewalk improvements; and (d) removing vegetation. All Construction Activities provided for under Sections 1(b) and 1(c) above shall be pursuant to written plans approved by Grantor, such approval not to be unreasonably withheld or delayed.
In exercising its rights hereunder, City shall not unreasonably interfere with Grantor’s use and enjoyment of the Property, and shall use its reasonable best efforts to minimize disruption to existing development and tenancies during its Construction Activities; provided, however, City, from time to time during the “Term” (as defined below), may exclude persons or other uses of all or a portion of the Easement Area if, in City’s sole discretion, the presence of said persons or other uses would be hazardous or would hinder City’s activities related to the Project. However, City shall at all times maintain vehicle access to the adjacent street for Grantor and Grantor’s invitees if vehicle access is not otherwise available from portions of the Grantor’s property outside the Easement Area.
2. TERM. The term of this Agreement (the “Term”) shall commence on _____, and shall terminate upon completion of the Construction Activities.
3. GRANTOR’S RIGHTS OF USE. Grantor retains the right to use the Easement Area in any manner that does not interfere with City’s rights hereunder.
4. INDEMNIFICATION: City shall defend, pay, indemnify and hold harmless Grantor and its officers, officials, members, managers, employees, agents, invitees, and volunteers (as applicable) from all claims, suits, actions, damages, demands, costs or expenses of any kinds or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorney’s fees, resulting from or in connection with (a) any breach by City of its obligations under Sections 7 and 8 below; and/or (b) loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of or occasioned wholly or in part by the City’s or its Agents’ Construction Activities on the Property, except to the extent such loss or damage is caused by the negligence or willful misconduct of the indemnified party.
5. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that

Grantor is the owner of the Property and has the exclusive right and power to enter into this Agreement and grant the TCE as provided herein.

6. ENVIRONMENTAL FINES AND PENALTIES. City shall assume sole responsibility for and payment of any fines or penalties levied on the City or Grantor by any local, state or federal authority ("Authority") for breaches by the City or its Agents of Authority's environmental regulations resulting from City's activities on the Property, except and in proportion to the extent caused by the negligence or willful misconduct of Grantor or its respective officers, directors, agents, employees or consultants. In addition, City understands and acknowledges that during the course of the Construction Activities the environmental regulations implemented or imposed by the Authority on the City and Grantor may change and City specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the City or Owner. The provisions of this Section shall survive the expiration of the Term or termination of this Agreement.
7. PERMITTING AND COMPLIANCE WITH LAWS. City shall be responsible for all permitting and compliance for the Construction Activities. City shall assume full responsibility for any notices, violations, fines and other regulatory actions taken against the Property as a result of the Construction Activities.
8. NOTICES. All notices required by or to be given pertaining to this Agreement shall be given in the manner provided in the Development Agreement.
9. LEGAL COSTS. Should any legal action or proceeding be brought by either party hereto for breach of this Agreement or to enforce any provisions herein, the prevailing party shall be entitled to recover its reasonable costs and expenses including, without limitation, attorney's and experts' fees and costs.
10. CHOICE OF LAW. This Agreement is made under and will in all respects be interpreted, enforced, and governed by the laws of the State of California, without regard to rules regarding conflict of interest law. Any legal action or proceedings to enforce or interpret this Agreement shall be brought in San Mateo County, California.
11. NO ASSIGNMENT. This Agreement and the obligations of the City hereunder may not be assigned by the City without the prior written consent of Grantor.
12. SUCCESSORS. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and permitted assigns of the parties hereto.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between City and Grantor pertaining to the subject matter contained herein, and supersedes any prior discussions, negotiations, and agreements, whether oral or written. Any amendment hereto, shall not be effective unless it is in writing and signed by both City and Grantor.
14. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of San Mateo County, California.

GRANTOR:

,
a

TOWN OF ATHERTON,

a Municipal Corporation of the State of
California:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
George Rodericks,
City Manager

Date: _____

APPROVED AS TO FORM:

Mona G. Ebrahimi, City Attorney

ATTEST:

Anthony Suber, City Clerk

CERTIFICATE OF ACCEPTANCE

This Agreement for Right of Entry and Temporary Construction Easement ("Agreement") dated _____, 2020, executed by _____ ("Grantor") conveying to the **Town of Atherton** the temporary rights described in the Agreement is accepted pursuant to Resolution Number ____ by the of the Town of Atherton.

Dated: _____ By: _____, Anthony Suber, City Clerk

.....

State of California)
)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)

County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A

Legal Description of Easement Area

Exhibit

Form of Assignment and Assumption Agreement

Form of Assignment

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[Add Assignee Address]

Attn: _____

(SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Cartan Field Stormwater Capture Facility Project)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__, by and between _____, a _____ (the "Landowner"), and _____, a _____ (the "Assignee").

RECITALS

A. The Town of Atherton and Landowner entered into that certain Development Agreement dated _____, 2020, and recorded in the Official Records of San Mateo County, California, on _____, 2020, as Instrument No. 20__-_____ (the "Development Agreement"). Pursuant to the Development Agreement, the City agreed to develop certain property more particularly described in the Development Agreement (the "Project") at the Property, subject to certain conditions and obligations as set forth in the Development Agreement.

B. Landowner intends to convey a portion of the Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Assigned Parcel").

C. Landowner desires to assign and Assignee desires to assume all of Landowner's rights, title, interest, burdens and obligations under the Development Agreement solely with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement solely with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement solely with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement solely with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become the "Successor" (as defined in the Development Agreement) to Landowner under the Development Agreement solely with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in the Development Agreement for Assignee, as the Successor solely with respect to the Assigned Parcel shall be:

5. As provided in the Development Agreement, (a) neither Landowner or Assignee, as the Successor solely with respect to the Assigned Parcel, shall have joint and several liability for the obligations or liabilities of the other under the Development Agreement; and (b) no breach or default by such party of its respective obligations under the Development Agreement shall be deemed, interpreted or construed to be a breach of default by the other party.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of San Mateo County, California.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"LANDOWNER"

"ASSIGNEE"

MENLO COLLEGE AND MENLO SCHOOL
a California non-profit public benefit corporation

By: _____
Name:

By: _____
Name: _____

Its: President

Its: _____

Dated: _____, 2020

Dated: _____, 2020

Exhibits:

A - Legal Description of Assigned Parcel

State of California)
)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)
)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Appendix C:
Biological Resources Assessment and Preliminary Arborist Report

ZANDER ASSOCIATES

Environmental Consultants

February 6, 2013

Rebecca Gorton
Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606

**Assessment of Potential Impacts on Biological Resources
Atherton Cartan Field Upgrade Project
Atherton, California**

Dear Rebecca:

Zander Associates is providing this assessment of potential impacts on biological resources from the Atherton Cartan Field Upgrade Project for Lamphier-Gregory to incorporate in the project DEIR. This assessment describes existing biological resources in the project area, identifies project-related impacts on those resources and outlines mitigation measures to reduce potentially significant impacts to less-than-significant levels. Information used in the preparation of this assessment was obtained from the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDDB), California Native Plant Society Electronic Inventory, USDA Soil Survey for San Mateo County, U.S. Fish and Wildlife Service National Wetland Inventory, and existing biological reports for other projects in the vicinity.

ENVIRONMENTAL SETTING

The project site is located within the Town of Atherton at the western corner of El Camino Real and Alejandra Avenue. It is situated within a highly urbanized area surrounded by residential, commercial and institutional facilities. The site itself is fully developed with athletic fields and courts with associated structures and buildings used by Menlo College and Menlo School, which are located across Alejandra Avenue to the south.

The majority of the project site consists of field turf, surfaced tracks, and courts. There are planted coast redwood (*Sequoia sempervirens*) and coast live oak (*Quercus agrifolia*) trees around the perimeter and rows of redwood trees separating the tennis courts from the athletic fields. Some ruderal grassland vegetation is present in the northwestern corner, between the track field and El Camino Real, but no native habitats occur on the site. Wildlife species expected to utilize the area include animals that are adapted to urban environments; able to tolerate disturbances, typically generalists, and capable of utilizing the limited food sources available, such as garbage and horticultural plants and their fruit. These species include raccoon (*Procyon lotor*), Norway rat (*Rattus norvegicus*), Virginia opossum (*Didelphis virginiana*), and a variety of birds that are commonly found in urban areas, such as; common crow (*Corvus*

brachyrhynchos), northern mockingbird (*Mimus polyglottos*) house finch (*Carpodacus mexicanus*), dark-eyed junco (*Junco hyemalis*), western scrub jay (*Aphelocoma californica*), and Anna's hummingbird (*Calypte anna*).

The coast redwood and coast live oak trees lining the project site and around the tennis courts could provide suitable nesting habitat for raptors such as Cooper's hawk (*Accipiter cooperi*) or red-shouldered hawk (*Buteo lineatus*), which are somewhat tolerant of disturbance and human presence.

There are no wetland or riparian areas on the project site. Atherton Channel, which is adjacent to the northern boundary is concrete lined and does not support in-channel vegetation. Coast live oak and ornamental trees have been planted outside the banks, creating a relatively dense canopy but no native riparian species are present. This channel begins in Woodside, south of I-280, and exists mostly of engineered channels and underground storm drains; only small reaches in the headwaters remain as open channels.

SPECIAL STATUS SPECIES

The CNDDDB has occurrence records for several special status species within a 3-mile radius of the project site. Many of these occurrences are historical and are presumed extirpated, or are species that are restricted to specific habitats not present on the site. No occurrences are recorded on the project site. There is one species, San Francisco garter snake (*Thamnophis sirtalis tetrataenia*) that is shown as being near the project site but the exact location information is suppressed in the CNDDDB. I contacted the Department of Fish and Wildlife to get more information about this record and was told that all of the San Francisco garter snake occurrences in the Atherton vicinity are west of I-280, in the foothills, and that the closest known location to the project site is a little over four miles to the south southwest. This information, coupled with the fact that there is no suitable aquatic habitat on or nearby the project site make it highly unlikely that San Francisco garter snake are present in the area.

The California red-legged frog (*Rana draytonii*) has been found in the upper reaches of Atherton Channel near Bear Gulch Reservoir. This is a little over two miles from the project site and in an area where the creek consists of a non-engineered open channel. It is unlikely that CRLF would disperse downstream into the concrete-lined reaches of Atherton Channel as there is no natural substrate or vegetation to provide cover or prevent desiccation (drying). Also, the channel is surrounded by development and there is little if any habitat away from the channel to which frogs would disperse. There is no suitable breeding or other aquatic habitat for CRLF on the project site. Therefore, CRLF are presumed absent from the site.

California tiger salamanders (CTS) are known to occur in San Francisquito Creek, approximately 1.5 miles south of the project site. While the project site is within the distance range that CTS will travel away from a breeding area to aestivate, there is dense urban development between the creek and the site that would prevent this migration. Additionally, there is no breeding habitat for CTS on the project site and suitable upland habitat is extremely limited. Therefore CTS are highly unlikely to be present on the site. Similarly, the western pond turtle (*Emys marmorata*) is

known to occur in San Francisquito Creek but is not likely to move far away from the channel due to the amount of surrounding development. There is no suitable habitat for western pond turtle in the concrete-lined sections of Atherton Channel adjacent to the project site and therefore they are not likely to be present in the area.

No special status plant species are expected to occur on the project site. Recorded occurrences of lost thistle (*Cirsium praeteriens*) and San Mateo thorn-mint (*Acanthomintha duttonii*) within close proximity are historical. Lost thistle is now presumed extinct and the closest San Mateo thorn-mint occurrence is presumed extirpated due to urban development. Other special status plants known to occur in the vicinity are found in habitats that are not present on the project site. The amount of development and disturbance on the site precludes the establishment of native plants, including special status species.

The large coast redwood and coast live oak trees surrounding the project site and around the tennis courts could provide suitable nesting habitat for a variety of birds, including Cooper's hawk, other raptors, and migratory birds that tolerate disturbance and human activity. Active nests of these species are protected under the Migratory Bird Treaty Act and the California Fish and Game Code. The Migratory Bird Treaty Act (16 USC 703) prohibits the taking, hunting, killing, selling, purchasing, etc. of migratory birds, parts of migratory birds, and their eggs and nests. As used in the act, the term "take" is defined as meaning, "to pursue, hunt, capture, collect, kill or attempt to pursue, hunt, shoot, capture, collect or kill, unless the context otherwise requires." Most native bird species within the study area are covered by this act. The California Fish and Game Code (Section 3511) also provides protection for certain species as listed in the Section. Section 3503.5 of the Fish and Game Code specifically protects the nests and eggs of birds-of-prey, including Cooper's hawk.

IMPACT ASSESSMENT

The Atherton Cartan Field Upgrade project will not remove any native habitats or sensitive natural communities. No special status species are expected to occur on the project site or be associated with the reach of Atherton Channel immediately adjacent to the site. There is a potential for migratory birds and other birds protected under the California Fish and Game Code and Migratory Bird Treaty Act to nest in the coast redwood and coast live oak trees surrounding the site and around the tennis courts. Most of these trees will remain, but active nests could be affected by construction if activities are conducted during the breeding season. This potential impact can be avoided by implementing the following measures:

- Within 15 days in advance of any tree removal, or ground-disturbing activity that will commence during the breeding season (February 1 through August 31), a qualified wildlife biologist will conduct pre-construction surveys of all trees in the vicinity of the planned activity. Pre-construction surveys are not required for construction activities scheduled to occur during the non-breeding season (August 31 through January 31). Construction activities commencing during the non-breeding season and continuing into the breeding season do not require surveys (as it is assumed that any breeding birds taking up nests would be acclimated to project-related activities already under way). Nests initiated during

construction activities would be presumed to be unaffected by the activity, and a buffer zone around such nests would not be necessary. However, a nest initiated during construction cannot be moved or altered.

- If pre-construction surveys indicate that no nests of protected birds are present or that nests are inactive or potential habitat is unoccupied, no further action is required.
- If active nests of protected birds are found during the surveys, then avoidance procedures should be developed in consultation with the Department of Fish and Wildlife. Avoidance measures could include establishment of construction buffers (up to several hundred feet in the case of raptors), or seasonal avoidance. If buffers are established, a no disturbance zone should be enforced around active nests for the duration of the breeding season or until a qualified biologist determines that all young have fledged. Once the young have fledged, tree removal or construction activities within the buffer zone can resume. The size of the buffer zone should take into account baseline noise and human disturbance levels at the site, screening between the nest and the construction area, and sensitivity of the identified nesting species.

No other potential impacts on biological resources are expected to result from construction of the project.

If you have any questions regarding my assessment of project impacts on biological resources, please feel free to call me.

Sincerely,



Leslie Zander
Principal Biologist

Preliminary Arborist Report

**Cartan Field Upgrade
Menlo College
Atherton, CA**

Prepared for:
**Lamphier-Gregory
1944 Embarcadero
San Francisco, CA 94606**

Prepared by:
**HortScience, Inc.
325 Ray St.
Pleasanton, CA 94566**

April 2013



**Preliminary Arborist Report
Cartan Field Upgrade, Atherton**

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Preliminary Evaluation of Impacts and Recommendations for Preservation	5
Tree Preservation Guidelines	7

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Attachments

Tree Assessment Form

Tree Assessment Map

Introduction and Overview

Lamphier-Gregory, under the direction of the Town of Atherton, is preparing the environmental analysis for redevelopment of the Cartan Field athletic facility located in Atherton, CA. Current use of the site includes two baseball fields, football field and track, six tennis courts, and limited parking. The proposed project would upgrade all existing fields and facilities and expand parking. HortScience, Inc. ("Consulting Arborist") was asked to prepare a **Preliminary Arborist Report** for the site as part of the development submittals for review by the Town of Atherton.

This report provides the following information:

1. A survey of trees within and immediately adjacent to the proposed project area.
2. A preliminary assessment of the impacts of constructing the proposed project on the trees based on the plans provided by Lamphier-Gregory.
3. Preliminary guidelines for tree preservation during the design, construction and maintenance phases of development.

Survey Methods

Trees were evaluated on December 18, 2012. The evaluation included all trees 6" in diameter and greater on the site and off-site trees with portions of their crowns overhanging the project site. The survey procedure consisted of the following steps:

1. Identifying the tree as to species;
2. Tagging each tree with an identifying number and recording its location on a map;
3. Measuring the trunk diameter at a point 54" above grade;
4. Evaluating the health and structural condition using a scale of 1 – 5:
 - 5** - A healthy, vigorous tree, reasonably free of signs and symptoms of disease, with good structure and form typical of the species.
 - 4** - Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.
 - 3** - Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.
 - 2** - Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.
 - 1** - Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated;
5. Rating the suitability for preservation as "high", "moderate" or "low". Suitability for preservation considers the health, age and structural condition of the tree, and its potential to remain an asset to the site for years to come.

High: Trees with good health and structural stability that have the potential for longevity at the site.

Moderate: Trees with somewhat declining health and/or structural defects than can be abated with treatment. The tree will require more intense management and monitoring, and may have shorter life span than those in the 'high category.

Low: Trees in poor health or with significant structural defects that cannot be mitigated. Tree is expected to continue to decline, regardless of treatment. The species or individual may have characteristics that are undesirable for landscapes, and generally are unsuited for use areas.

Description of Trees

One hundred seventy-five (175) trees representing six (6) species were evaluated (Table 1). For all trees combined, 44% were in good condition, 53% were in fair condition, and 3% were in poor condition. Descriptions of each tree are found in the **Tree Assessment Form** and locations are shown on the **Tree Assessment Map** (see attachments).

**Table 1. Tree condition & frequency of occurrence
Cartan Field, Atherton**

Common name	Scientific name	Condition			No. of trees
		Poor (1-2)	Fair (3)	Good (4-5)	
Blackwood acacia	<i>Acacia melanoxyton</i>	-	1	-	1
Lombardy poplar	<i>Populus nigra</i>	2	-	-	2
Purple leaf plum	<i>Prunus cerasifera</i>	1	-	-	1
Coast live oak	<i>Quercus agrifolia</i>	1	34	9	44
Valley oak	<i>Quercus lobata</i>	-	1	1	2
Coast redwood	<i>Sequoia sempervirens</i>	1	57	67	125
Total		5 3%	93 53%	77 44%	175 100%

Of the six species at the site, the most frequently occurring was coast redwood, with 125 trees or 71% of the population (photo 1). Trees were young to mature in development with trunk diameters ranging from 4-45". All but one tree were in fair to good condition; tree #122 was in poor condition with a stunted form, thin crown, and chlorotic needles. Trees in fair condition either had good or fair form but slightly thin and/or chlorotic crowns, or they had dense, green canopies but had poor structure. For example, many coast redwoods along El Camino Real had thin crowns and brown needles due to water stress, and trees along Alejandra Ave. had healthy canopies but had been topped for utility lines (photo 2). Trees in good condition had good structure and dense canopies with good foliage color. The majority of coast redwoods in good condition were located along the west property line and around the tennis courts.



Photo 1: Coast redwoods #58 and 59 (right and center) were in good condition with good form and dense crowns; tree #61 (left) was in fair condition with a thin crown and a bent top.



Photo 2: Coast redwoods along Alejandra Ave. had been topped for utility line clearance. They had dense crowns and good foliage color and were in fair condition.

The second most frequent species was coast live oak, with 44 trees or 25% of the population. Trees were young to mature in development with trunk diameters ranging from 6-36". Coast live oaks were concentrated along the north property line along the canal and interplanted with coast redwoods and other species that screened El Camino Real to the east. Several semi-mature coast live oaks were located along Alejandra Ave. Most coast live oaks (77%) were in fair condition with fair form and structure. Trees in good condition (20%) had good form and dense canopies (photo 3). The single coast live oak in poor condition had poor form and a severe lean with the base of the tree located outside of the tree's dripline.



Photo 3: Coast live oak #106, located near the canal along the north property line, had good form and structure and a dense canopy. It was in good condition.

The remaining four species were represented by one or two trees and included the following:

- Two (2) valley oaks, one in fair condition with suppressed form and one in good condition with good form and structure.
- Two (2) Lombardy poplars in poor condition were growing from a decayed stump.
- One (1) blackwood acacia in fair condition with codominant trunks and suppressed form.
- One (1) purple leaf plum in poor condition with multiple stems, some of which were dead.

Suitability for Preservation

Before evaluating the impacts that will occur during development, it is important to consider the quality of the tree resource itself, and the potential for individual trees to function well over an extended length of time. Trees that are preserved on development sites must be carefully selected to make sure that they may survive development impacts, adapt to a new environment and perform well in the landscape.

Our goal is to identify trees that have the potential for long-term health, structural stability and longevity. For trees growing in open fields, away from areas where people and property are present, structural defects and/or poor health presents a low risk of damage or injury if they fail. However, we must be concerned about safety in use areas. Therefore, where development encroaches into existing plantings, we must consider their structural stability as well as their potential to grow and thrive in a new environment. Where development will not occur, the normal life cycles of decline, structural failure and death should be allowed to continue.

Evaluation of suitability for preservation considers several factors:

- **Tree health**
Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees.

- **Structural integrity**
Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely.

- **Species response**
There is a wide variation in the response of individual species to construction impacts and changes in the environment. In our experience, for example, purple leaf plums and Lombardy poplars are sensitive to construction impacts, while coast redwood is tolerant of site disturbance.

- **Tree age and longevity**
Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.

- **Invasiveness**
Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database (<http://www.cal-ipc.org/paf/>) lists species identified as being invasive. Atherton is part of the Central West Floristic Province. Blackwood acacia is considered moderately invasive at the Cartan Field site.

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (Table 2).

We consider trees with good suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

**Table 2. Suitability for preservation
Cartan Field, Atherton**

High	These are trees with good health and structural stability that have the potential for longevity at the site. Sixty (60) trees had high suitability for preservation, including 55 coast redwoods, four (4) coast live oaks, and one (1) valley oak.
Moderate	Trees in this category have fair health and/or structural defects that may be abated with treatment. Trees in this category require more intense management and monitoring, and may have shorter life-spans than those in the “high” category. Ninety-nine (99) trees were of moderate suitability for preservation, including 68 coast redwoods, 29 coast live oaks, one (1) valley oak, and one (1) blackwood acacia.
Low	Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. Sixteen (16) trees were of low suitability for preservation, including 11 coast live oaks, two (2) coast redwoods, two (2) Lombardy poplars, and (1) purple leaf plum.

Preliminary Evaluation of Impacts and Recommendations for Preservation

Appropriate tree retention develops a practical match between the location and intensity of construction activities and the quality and health of trees. The **Tree Assessment** was the reference point for tree condition and quality. Potential impacts from construction were evaluated using the Preliminary Landscape Plan prepared by Lauderbaugh Associates (dated 1/4/2013).

The development proposes to reconstruct two baseball fields, the multi-use field and the surrounding track in their existing locations. Ten new tennis courts and a new aquatic center as well as storage and locker facilities will be constructed. New parking on the west edge of the property along El Camino Real will provide 168 parking stalls with access from El Camino Real and Alejandra Ave. Many existing perimeter trees will be preserved and new landscaping will buffer fields and structures as well as fill existing voids in perimeter plantings.

The plans were preliminary in nature. New fields, buildings, parking and the driveways were included on the plans, and surveyed tree locations were included for some, but not all, trees. Demolition, utility, grading, and drainage plans were not available. Potential impacts from construction were estimated for each tree given the project information available to date. When all trees have been located and plotted, finish elevations established, and the plans are finalized, impacts to trees should be re-assessed and a final determination of which trees can be preserved should be made. Two key provisions for tree protection and preservation will be to maintain adequate rooting space around mature trees and to provide regular irrigation to trees.

The most significant impacts to trees would occur as result of grading and construction of the parking lot on the east edge of the site along El Camino Real, the drive aisle along Alejandra Ave., and the two driveways on both El Camino and Alejandra Ave. Trees along El Camino Real were showing signs of stress, and impacts to roots would increase the likelihood for tree decline and death. Plans show curbs within 5' of many trees, and excavation for curb construction would damage a significant amount of roots. Examples of impacts and mitigation recommendations follow.

- Trees #14, 15 and 16 and #89, 90 and 91 would be directly impacted by driveway entrance construction and will require removal.
- Curbs are shown within 2' of coast redwoods #9, 10, 11 and 13. Trees are unlikely to tolerate construction impacts and are recommended for removal.
- Curbs are shown within 3' of coast redwoods #4, 5 and 6. These trees may or may not tolerate impacts, and decline in condition is probable. For the time being, I recommend preserving these trees, but removal may be required if significant decline occurs after construction.
- Plans show the curb within 3' of coast redwood #65. A planting peninsula separates parking spaces between trees #64 and 65. I recommend shifting the planting peninsula two spaces to the north to minimize root damage and preserve rooting space for tree #65.

In general, coast redwoods are relatively tolerant of root damage and trees may be able to recover with adequate irrigation. Irrigation to all coast redwoods is recommended before, during and after construction to promote recovery from root loss.

Construction of a new fence along the canal on the north end of the property may impact existing coast live oaks growing along the canal. In some instances, the existing chain link fence is embedded into tree trunks. Fence demolition and removal should be done carefully to avoid damaging trunks and roots, and embedded fencing should be cut from surrounding fencing and allowed to remain within trees.

New landscaping and irrigation around mature coast live oaks may negatively impact tree health. Oaks are susceptible to oak root fungus and prefer dry soil in warm months. Use plants that thrive in a similar environment when landscaping around oak trees, and design irrigation so water stays a minimum of 7 feet from the base of native oaks.

Based on my evaluation of the plans, I recommend removal of 43 trees. Twenty-seven (27) trees would be directly impacted by development: 17 coast redwoods and one (1) coast live oak will be impacted by tennis court and track construction, and nine (9) trees will be removed to accommodate the driveways and drive aisle. Sixteen (16) trees are recommended for removal based on their poor suitability for preservation. Nineteen (19) of the trees recommended for removal had good suitability for preservation and eight (8) had moderate suitability. Table 3 (following page) identifies the trees recommended for removal and reasons for removal. Under the current design, 132 trees can be preserved. Preservation of the 132 trees is predicated on following the **Tree Preservation Guidelines** provided in the next section.

Table 3. Trees recommended for removal.
Cartan Field, Atherton

Tree No.	Species	DBH	Reason for removal
9	Coast redwood	28	Drive aisle construction.
10	Coast redwood	24,21,20,15	Drive aisle construction.
11	Coast redwood	24,14,11	Drive aisle construction.
13	Coast redwood	23	Drive aisle construction.
14	Coast redwood	32	New driveway entrance.
15	Coast redwood	31	New driveway entrance.
16	Coast redwood	27,11	New driveway entrance.
41	Coast live oak	15	Poor suitability for preservation.
52	Coast live oak	12,5,3	Poor suitability for preservation.
73	Lombardy poplar	7,6	Poor suitability for preservation.
74	Coast live oak	15	Poor suitability for preservation.
77	Coast live oak	12	Poor suitability for preservation.
78	Lombardy poplar	7,7,6,5	Poor suitability for preservation.
82	Coast live oak	7	Poor suitability for preservation.
85	Coast live oak	6	Poor suitability for preservation.
86	Coast live oak	11	Poor suitability for preservation.
88	Coast redwood	19	Poor suitability for preservation.
89	Coast redwood	28	New driveway entrance.
90	Coast live oak	14	Poor suitability for preservation.
91	Coast redwood	27	New driveway entrance.
105	Coast live oak	13	Poor suitability for preservation.
106	Coast live oak	36	New track/field location.
113	Coast live oak	14	Poor suitability for preservation.
120	Coast live oak	18	Poor suitability for preservation.
122	Coast redwood	6	Poor suitability for preservation.
127	Purple leaf plum	9,7,6,6,5,5,5	Poor suitability for preservation.
149	Coast redwood	16	New tennis courts.
150	Coast redwood	17	New tennis courts.
151	Coast redwood	14	New tennis courts.
152	Coast redwood	13	New tennis courts.
153	Coast redwood	13	New tennis courts.
154	Coast redwood	17	New tennis courts.
155	Coast redwood	16	New tennis courts.
156	Coast redwood	14	New tennis courts.
157	Coast redwood	16	New tennis courts.
158	Coast redwood	15	New tennis courts.

(Continued, following page)

**Table 3. Trees recommended for removal, continued.
Cartan Field, Atherton**

Tree No.	Species	DBH	Reason for removal
159	Coast redwood	17	New tennis courts.
160	Coast redwood	19	New tennis courts.
161	Coast redwood	18	New tennis courts.
162	Coast redwood	19	New tennis courts.
163	Coast redwood	14	New tennis courts.
164	Coast redwood	14	New tennis courts.
165	Coast redwood	16	New tennis courts.

Tree Preservation Guidelines

The goal of tree preservation is not merely tree survival during development but maintenance of tree health and beauty for many years. Trees retained on sites that are either subject to extensive injury during construction or are inadequately maintained become a liability rather than an asset. The response of individual trees will depend on the amount of excavation and grading, the care with which demolition is undertaken, and the construction methods.

The following recommendations will help reduce impacts to trees from development and maintain and improve their health and vitality through the clearing, grading and construction phases.

Design recommendations

1. Establish vertical and horizontal elevations of all trees identified for preservation and plot trees on all plans. Forward these to the Consulting Arborist to review impacts to trees.
2. Any changes to the plans affecting the trees shall be reviewed by the Consulting Arborist with regard to tree impacts. These include, but are not limited to, demolition plans, utility and drainage plans, grading plans, and landscape and irrigation plans.
3. ***Tree Preservation Guidelines***, prepared by the Consulting Arborist, should be included on all plans.
4. Design parking area and drive aisle to minimize impacts to tree roots. Where possible, shift planting peninsulas to be adjacent to mature trees to increase rooting area and minimize root loss.
5. A **TREE PROTECTION ZONE** shall be established around each tree to be preserved. For design purposes the **TREE PROTECTION ZONE** shall extend to the tree's dripline or, where hardscape encroaches on the **TREE PROTECTION ZONE**, to the edge of proposed hardscape location.
6. Significant vertical elevation changes (anything greater than 4") within the **TREE PROTECTION ZONE** can be damaging to trees. To minimize root damage, consider alternative construction methods for installing hardscape such as suspended slab, reduced curb, etc.
7. No trenching, excavation, construction or storage of materials shall occur within the **TREE PROTECTION ZONE**. No underground services including utilities, sub-drains, water or sewer shall be placed in the **TREE PROTECTION ZONE**. Spoil from trench, footing, utility or other excavation shall not be placed within the **TREE PROTECTION ZONE**, either temporarily or permanently.

8. Irrigation systems must be designed so that no trenching will occur within the **TREE PROTECTION ZONE**.
9. Any herbicides placed under paving materials must be safe for use around trees and be labeled for that use.
10. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.
11. Do not apply lime to soil for construction purposed within 50' of the driplines of trees. Lime is toxic to tree roots.

Pre-construction treatments and recommendations

1. The construction superintendent shall meet with the Consulting Arborist retained for construction monitoring before any work begins, including demolition, to discuss work procedures and tree protection.
2. Fence all trees to be retained to completely enclose the **TREE PROTECTION ZONE** prior to demolition, grubbing or grading. Fences shall be 6' high chain link, mounted to steel posts firmly driven into the ground or on stanchions fastened securely with rebar staples 12" deep, as required by the Town of Atherton. Fences are to remain until all grading and construction is completed.
3. Irrigate coast redwoods identified for preservation along El Camino Real and Alejandra Ave. before, during, and after construction to promote root regeneration and minimize decline in tree condition. The goal of irrigation is to wet the top 24"-36" of soil within the **TREE PROTECTION ZONE**, allowing it to dry in between irrigations. Irrigate trees every two to three weeks until the rainy season begins.
4. Trees identified for preservation may require pruning to provide construction clearance. All pruning shall be completed by a Certified Arborist or Tree Worker and adhere to the latest edition of the ANSI Z133 and A300 standards as well as the *Best Management Practices -- Tree Pruning* published by the International Society of Arboriculture.
5. Trees to be removed shall be felled so they fall away from the **TREE PROTECTION ZONE** and avoid pulling and breaking roots of trees to remain. If roots are entwined, the Consulting Arborist may first require severing the major woody root mass before extracting the trees or grinding the stump below ground.
6. Any work within the **TREE PROTECTION ZONE** shall use the smallest equipment possible and operate from outside the **TREE PROTECTION ZONE**. The Consulting Arborist should monitor all operations expected to encounter roots within the **TREE PROTECTION ZONE**.
7. Prior to excavation for underground foundations/footings/walls, trees may require root pruning outside the **TREE PROTECTION ZONE** by cutting all roots cleanly to the depth of the excavation. Roots shall be cut by manually digging a trench and cutting exposed roots with a sharp saw or other approved root pruning equipment. The Consulting Arborist will identify where root pruning is required and monitor all root pruning activities.

Recommendations for tree protection during construction

1. Prior to beginning work, the contractors working in the vicinity of trees to be preserved are should meet with the Consulting Arborist at the site to review all work procedures, access routes, storage areas, and tree protection measures.
2. No grading, construction, demolition or other work shall occur within the **TREE PROTECTION ZONE**. Any modifications must be approved and monitored by the Consulting Arborist.
3. Demolition, grading and construction near mature trees shall be done carefully to avoid tearing tree roots in the process. Removal of soil around roots in the **TREE PROTECTION ZONE** should be performed by hand. Roots that extend into proposed development should be pruned clean and square at undamaged tissue.
4. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Consulting Arborist so that appropriate treatments can be applied.
5. Fences are to remain until all site work has been completed. Fences may not be relocated or removed without prior review and approval by the Consulting Arborist.
6. No excess soil, chemicals, debris, equipment or other materials shall be dumped or stored within the **TREE PROTECTION ZONE**.
7. Any additional tree pruning needed for clearance during construction must be performed by a Certified Arborist and not by construction personnel.

Maintenance of impacted trees

Trees preserved at the Cartan Field site will experience physical environment different from that pre-development. As a result, tree health and structural stability should be monitored. Occasional pruning, fertilization, mulch, pest management, replanting and irrigation may be required. In addition, provisions for monitoring both tree health and structural stability following construction must be made a priority. As trees age, the likelihood of branches or entire trees failing will increase. Therefore, annual inspection for hazard potential is recommended.

If you have any questions regarding my observations or recommendations, please contact me.

HortScience, Inc.



Deanne Ecklund
ISA Certified Arborist #WE-9067A

Attachments: **Tree Assessment Form**
Tree Assessment Map



Tree Assessment

Lamphier-Gregory
Menlo College Cartan Field
Menlo Park, California
December 2012

TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
1	Coast redwood	9,6,6	3	Moderate	Multiple attachments at base; thin crown; topped.
2	Coast redwood	23	3	Moderate	Topped; dense canopy.
3	Coast redwood	21	3	Moderate	Topped; slightly thin crown.
4	Coast redwood	43	3	Moderate	Codominant trunks at 4'; tolled; brown tips.
5	Coast redwood	33,15	3	Moderate	Codominant trunks at base; trunk wound; topped.
6	Coast redwood	31,27	3	Moderate	Codominant trunks at base; topped; trunk wound on larger stem; dense crown.
7	Coast redwood	19,15	3	Moderate	Codominant trunks at base; topped; brown tips; crowded by oak.
8	Coast redwood	13,12	3	Moderate	Codominant trunks at base; topped; thin crown; crowded by oaks.
9	Coast redwood	28	3	Moderate	Topped; minor brown tips.
10	Coast redwood	24,21,20,15	3	Moderate	Multiple attachments at base; topped; slightly thin crown.
11	Coast redwood	24,14,11	3	Moderate	Multiple attachments at base; trunk wound; topped; tag #331.
12	Coast live oak	17	3	Moderate	Codominant trunks at 9'; leans south over street; growing into fence.
13	Coast redwood	23	3	Moderate	Topped; slightly thin crown.
14	Coast redwood	32	3	Moderate	Topped; dense crown; tag #333.
15	Coast redwood	31	3	Moderate	Topped; dense crown; tag #334.
16	Coast redwood	27,11	3	Moderate	Codominant trunks at base; topped.
17	Coast redwood	37	3	Moderate	Topped; dense crown.
18	Coast redwood	18	3	Moderate	Topped; brown tips; tag #338.
19	Coast redwood	35	3	Moderate	Topped; dense crown; tag #339.
20	Coast redwood	29	3	Moderate	Topped; dense crown; tag #340.
21	Coast redwood	27	3	Moderate	Topped; slightly thin crown.
22	Coast redwood	24	3	Moderate	Topped; dense crown.
23	Coast redwood	41	3	Moderate	Topped; dense crown.
24	Coast redwood	21	3	Moderate	Topped; slightly thin crown; tag #344.
25	Coast redwood	31	3	Moderate	Topped; enlarged basal flare; slightly thin crown.
26	Coast redwood	25	3	Moderate	Topped; dense crown.
27	Coast redwood	32	3	Moderate	Topped; brown needles; tag #347.



Tree Assessment

Lamphier-Gregory
Menlo College Cartan Field
Menlo Park, California
December 2012

TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
28	Coast redwood	45	3	Moderate	Topped; dense crown; tag #348.
29	Coast redwood	29	3	Moderate	Topped; dense crown; tag #349.
30	Coast redwood	30	3	Moderate	Topped; dense crown; enlarged basal flare; tag #350.
31	Coast redwood	38	3	Moderate	Topped; dense crown; basal wound; tag #351.
32	Coast redwood	28	3	Moderate	Topped; slightly thin crown; some dieback; tag #352.
33	Coast redwood	35	3	Moderate	Topped; dense crown; some dieback; tag #353.
34	Coast redwood	24	3	Moderate	Topped; dense crown; near asphalt driveway; tag #354.
35	Coast redwood	29	3	Moderate	Topped; dense crown; near asphalt driveway; tag #355.
36	Coast live oak	15	3	Moderate	Codominant trunks at 13'; topped; leans southwest; slightly thin crown.
37	Coast live oak	17	3	Moderate	Codominant trunks at 12'; topped; thin crown.
38	Coast live oak	16	3	Moderate	Codominant trunks at 10'; leans southwest over street; thin crown.
39	Coast live oak	15,13	3	Moderate	Codominant trunks at 3'; thin crown; crowded.
40	Coast live oak	21	4	High	Multiple attachments at 14'; topped; twig dieback.
41	Coast live oak	15	3	Low	Codominant trunks at 6' with included bark; leans southwest; topped.
42	Coast live oak	24	3	Moderate	Codominant trunks at 7'; leans northwest toward pl.; crowded by #43.
43	Coast redwood	27,22,17,16	3	Moderate	Multiple attachments at base; mechanical trunk wound; topped.
44	Coast redwood	14	3	Moderate	Nice form; brown tips.
45	Coast redwood	28,8	4	High	Codominant trunks at base; slightly thin crown.
46	Coast redwood	24	3	High	Thin crown; dieback.
47	Coast redwood	38	3	Moderate	Slightly thin crown; brown leaves.
48	Coast redwood	20	3	Moderate	Thinning crown; brown tips.
49	Coast redwood	25	5	High	Nice form; healthy crown.
50	Coast redwood	28	5	High	Nice form; healthy dense crown.
51	Coast redwood	16	3	Moderate	Thin crown; ivy up to top.
52	Coast live oak	12,5,3	3	Low	Significant lean south away from #53; stump sprout.
53	Coast redwood	35	3	Moderate	Thin crown; nice form.
54	Coast redwood	12	3	Moderate	Small tree; thin crown; brown tips.



Tree Assessment

Lamphier-Gregory
Menlo College Cartan Field
Menlo Park, California
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TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
55	Coast live oak	15,13,6	3	Moderate	Multiple attachments at base and codominant trunks at 6'; leans west away from #56.
56	Coast redwood	10	3	Moderate	No tag; thin crown; brown tips.
57	Coast redwood	14,9	3	Moderate	Codominant trunks at base; narrow form; slightly thin crown.
58	Coast redwood	25,16	4	High	Codominant trunks at base; dense crown.
59	Coast redwood	22,8	4	High	Codominant trunks at base; dense crown; brown tips.
60	Valley oak	10	3	Moderate	Suppressed form; nice tree.
61	Coast redwood	17,14	3	Moderate	Codominant trunks at base; thin crown; bent top.
62	Coast live oak	11	3	Moderate	Multiple attachments at 5'; thin crown; suppressed.
63	Coast redwood	15,7	3	Moderate	Codominant trunks at base; thin crown; brown tips.
64	Coast redwood	16,12,7	3	Moderate	Multiple attachments at base; slightly thin crown.
65	Coast redwood	25	4	Moderate	Nice form; dense crown; brown tips.
66	Coast live oak	20	3	Moderate	Leans over ECR away from #68.
67	Coast redwood	40	4	Moderate	Nice form; slightly thin crown.
68	Coast redwood	26	4	Moderate	Nice form; slightly thin crown.
69	Coast redwood	19,10,9	3	Moderate	Multiple attachments at base; thin crown.
70	Coast redwood	20	3	Moderate	Thin crown; brown tips.
71	Coast redwood	17,15,7,5	3	Moderate	Multiple attachments at base; thin crown; brown tips.
72	Coast redwood	22,15	3	Moderate	Codominant trunks at base; thin crown; brown tips.
73	Lombardy poplar	7,6	2	Low	Sprouts from decayed stump.
74	Coast live oak	15	3	Low	Codominant trunks at 6; trunk bends west away from #75.
75	Coast redwood	18	3	Moderate	Thin crown.
76	Coast redwood	20,17,5	4	Moderate	Multiple attachments at base; slightly thin crown.
77	Coast live oak	12	3	Low	Trunk bows west.
78	Lombardy poplar	7,7,6,5	2	Low	Sprouts from decayed stump.
79	Coast live oak	5,5	3	Moderate	Codominant trunks at base.
80	Blackwood acacia	14,9	3	Moderate	Codominant trunks at base; suppressed form; top bows south.
81	Coast redwood	18,16	4	Moderate	Codominant trunks at base; slightly thin crown.

Tree Assessment

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Menlo College Cartan Field
Menlo Park, California
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TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
82	Coast live oak	7	3	Low	Suppressed form; growing into fence.
83	Coast live oak	29	3	Moderate	Multiple attachments at 8'; heavy lateral limb; slightly thin crown.
84	Coast redwood	17,17,16	3	Moderate	Multiple attachments at base; dense crown.
85	Coast live oak	6	2	Low	Poor form; bows over street; base outside of dripline.
86	Coast live oak	11	3	Low	Codominant trunks at 15'; high crown.
87	Coast redwood	20,15	4	Moderate	Codominant trunks at base; dense crown.
88	Coast redwood	19	3	Low	Thin crown; dieback; top bent.
89	Coast redwood	28	4	High	Nice form; slightly thin crown.
90	Coast live oak	14	3	Low	Codominant trunks at 6'; growing into fence; suppressed form over street.
91	Coast redwood	27	4	Moderate	Nice form; slightly thin crown; brown tips
92	Coast redwood	32,18	4	Moderate	Codominant trunks at base; dense crown.
93	Coast redwood	19,18,11	3	Moderate	Multiple attachments at base; thin crown; brown tips.
94	Coast redwood	28	3	Moderate	Thin crown; brown tips.
95	Coast redwood	15	3	Moderate	Thin crown; brown tips.
96	Coast live oak	8	3	Moderate	Slight lean north; thin crown.
97	Coast redwood	17,15	4	Moderate	Codominant trunks at base; brown tips; tops bent.
98	Coast live oak	17,13	4	Moderate	Offsite; codominant trunks at 1'; dense crown; overhangs site 18'.
99	Coast live oak	14,6	4	Moderate	Offsite; crowded form; dense crown.
100	Coast live oak	10	3	Moderate	Offsite; narrow form; crowded.
101	Coast live oak	16	3	Moderate	Offsite; asymmetrical form; heavy lateral limb.
102	Valley oak	45	5	High	Offsite; overhangs site 30'; nice form.
103	Coast live oak	8	3	Moderate	Offsite; base outside of dripline; overhangs site 18'.
104	Coast live oak	15	3	Moderate	Offsite; codominant trunks at 8'; base outside of dripline; overhangs site 20'.
105	Coast live oak	13	3	Low	Offsite; codominant trunks at 10'; base outside of dripline; overhangs site
106	Coast live oak	36	4	High	Codominant trunks at 7'; no basal flare; nice form.
107	Coast live oak	30	4	High	Offsite; codominant trunks at 10'; nice form.
108	Coast live oak	14	3	Moderate	Offsite; codominant trunks at 6'; crowded form; tag on fence.
109	Coast live oak	20	3	Moderate	Offsite; codominant trunks at 6'; leans south; overhangs site 25'.



Tree Assessment

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Menlo Park, California
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TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
110	Coast live oak	22,20,20,17	3	Moderate	Offsite; Multiple attachments at 3'; trunk wounds on south stem; heavy lateral limb; overhangs site 25'.
111	Coast live oak	19,15	4	Moderate	Offsite; codominant trunks at 3'; upright form; overhangs site 18'.
112	Coast live oak	21,16,8	3	Moderate	Offsite; multiple attachments at base; overhangs site 25'.
113	Coast live oak	14	3	Low	Offsite; codominant trunks at 9'; base outside of dripline; overhangs site 22'.
114	Coast live oak	28	4	High	Offsite; multiple attachments at 8'; trunk wounds; overhangs site 25'.
115	Coast live oak	17	3	Moderate	Offsite; codominant trunks at 9'; asymmetrical over site; stake engulfed in trunk.
116	Coast live oak	13	3	Moderate	Offsite; curve in trunk; asymmetrical form west.
117	Coast live oak	19	4	Moderate	Multiple attachments at 12'; upright form; slight lean west.
118	Coast live oak	19	3	Moderate	Codominant trunks at 6'; leans south; asymmetrical form.
119	Coast live oak	14	3	Moderate	Codominant trunks at 5'; minor dieback.
120	Coast live oak	18	3	Low	Codominant trunks at 4'; severe lean southeast; base outside of dripline; dieback.
121	Coast live oak	21	4	Moderate	Bend in trunk; nice form; dense crown.
122	Coast redwood	6	2	Low	Stunted; thin crown; chlorotic.
123	Coast redwood	8	4	High	Good young tree; slightly thin crown.
124	Coast redwood	9	5	High	Good young tree.
125	Coast redwood	9	4	Moderate	Nice form; trunk wound.
126	Coast redwood	9	4	High	Good young tree; slightly thin crown.
127	Purple leaf plum	9,7,6,6,5,5,5	2	Low	Multiple attachments at 1'; dead stems.
128	Coast redwood	9	4	High	Good young tree; slightly thin crown.
129	Coast redwood	4	4	High	Good young tree; crowded.
130	Coast redwood	4	4	High	Good young tree; crowded.
131	Coast redwood	4	4	High	Good young tree; crowded.
132	Coast redwood	4	4	High	Good young tree; crowded.
133	Coast redwood	4	4	High	Good young tree; crowded.
134	Coast redwood	4	4	High	Good young tree; crowded.

Tree Assessment

Lamphier-Gregory
Menlo College Cartan Field
Menlo Park, California
December 2012



TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
135	Coast redwood	10	5	High	Good young tree.
136	Coast redwood	9	4	Moderate	Codominant trunks at 12'; thin crown.
137	Coast redwood	5	4	High	Good young tree; crowded.
138	Coast redwood	12	5	High	Good young tree.
139	Coast redwood	11	5	High	Good young tree.
140	Coast redwood	7	5	High	Good young tree.
141	Coast redwood	7	5	High	Good young tree.
142	Coast redwood	11	5	High	Good young tree.
143	Coast redwood	12	5	High	Good young tree.
144	Coast redwood	9	4	High	Good young tree; slightly thin crown.
145	Coast redwood	10	4	High	Good young tree; slightly thin crown.
146	Coast redwood	10	4	Moderate	Nice form; gap in canopy.
147	Coast redwood	11	4	Moderate	Nice form; slightly thin crown; crowded by offsite Monterey pine.
148	Coast redwood	11	4	High	Good young tree; slightly thin crown.
149	Coast redwood	16	5	High	Nice form; dense crown.
150	Coast redwood	17	5	High	Nice form; dense crown.
151	Coast redwood	14	5	High	Nice form; dense crown.
152	Coast redwood	13	5	High	Nice form; dense crown.
153	Coast redwood	13	5	High	Nice form; dense crown.
154	Coast redwood	17	5	High	Nice form; dense crown.
155	Coast redwood	16	5	High	Nice form; dense crown; pruned for flagpole clearance.
156	Coast redwood	14	5	High	Nice form; dense crown.
157	Coast redwood	16	5	High	Nice form; dense crown.
158	Coast redwood	15	5	High	Nice form; dense crown.
159	Coast redwood	17	5	High	Nice form; dense crown.
160	Coast redwood	19	5	High	Nice form; dense crown.
161	Coast redwood	18	5	High	Nice form; dense crown.
162	Coast redwood	19	5	High	Nice form; dense crown.



Tree Assessment

Lamphier-Gregory
Menlo College Cartan Field
Menlo Park, California
December 2012

TREE No.	SPECIES	SIZE DIAMETER (in inches)	CONDITION 1=POOR 5=EXCELLENT	SUITABILITY FOR PRESERVATION	COMMENTS
163	Coast redwood	14	5	High	Nice form; dense crown.
164	Coast redwood	14	5	High	Nice form; dense crown.
165	Coast redwood	16	5	High	Nice form; dense crown.
166	Coast redwood	17	5	High	Nice form; dense crown; sheared on path side.
167	Coast redwood	19	5	High	Nice form; dense crown; sheared on path side.
168	Coast redwood	18	5	High	Nice form; dense crown; sheared on path side.
169	Coast redwood	17	5	High	Nice form; dense crown; sheared on path side.
170	Coast redwood	16	5	High	Nice form; dense crown; sheared on path side.
171	Coast redwood	15	5	High	Nice form; dense crown; sheared on path side.
172	Coast redwood	15	5	High	Nice form; dense crown; sheared on path side.
173	Coast redwood	14	5	High	Nice form; dense crown; sheared on path side.
174	Coast redwood	14	5	High	Nice form; dense crown; sheared on path side.
175	Coast redwood	15	5	High	Nice form; dense crown; sheared on path side.

Tree Assessment Map

Menlo College
Cartan Field
Atherton, CA

Prepared for:
Lamphier-Gregory
Oakland, CA

December 2012

No Scale

Notes:

Aerial image provided by:
Aerial Photomapping Services
Clovis, CA

Numbered tree locations and driplines
are approximate.



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