



Item No. 15 Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

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

**FROM: MICHAEL KASHIWAGI
COMMUNITY SERVICES DIRECTOR**

DATE: AUGUST 21, 2013

**SUBJECT: MENLO-ATHERTON LITTLE LEAGUE IMPROVEMENTS AT
HOLBROOK-PALMER PARK**

RECOMMENDATION

Review, confirm and provide direction to staff related to:

- Scope of Little League field improvements proposed by Menlo-Atherton Little League (M-ALL)
- Staff understanding and interpretation of the November 2012 Ballot Results related to improvements to the Little League field and surrounding areas at Holbrook Palmer Park
- Draft Facility Agreement between the Town of Atherton and M-ALL outlining the terms of use and responsibilities regarding the construction of proposed improvements and dedicated use of the ball field area at Holbrook Palmer Park

BACKGROUND

Purpose

The purpose of this report is to obtain City Council feedback and direction related to the scope of improvements proposed by M-ALL to improve the baseball field and surrounding areas at Holbrook Palmer Park. Important to this discussion is to receive City Council confirmation and direction regarding physical improvements approved by Atherton voters resulting from the passage of Measure M in November 2012. Staff is also seeking direction regarding recommendations submitted by the Planning Commission.

This report also includes a draft Facility Agreement for City Council review and comment. This document will define terms of use; roles and responsibilities for the construction, repair, and replacement of the constructed improvements; periods of dedicated use of the ball field area by M-ALL; length of the agreement; and annual fees for use.

M-ALL IMPROVEMENTS AT HOLBROOK-PALMER PARK

AUGUST 21, 2013

Page 2 of 7

Unless otherwise directed, staff will finalize the Facility Agreement per Council direction and return in September for City Council action.

Overview and Background

M-ALL is a community-based volunteer organization established in 1949. Their Little League program currently serves approximately 480 families and 520 kids annually. According to M-ALL, about 1/3 of families served are Atherton residents. M-ALL has been using Holbrook Palmer Park under an existing agreement executed in July 2000.

Under the current agreement:

- M-ALL has exclusive use of the ball field area from late February through the end of June.
- M-ALL has exclusive use Monday – Friday from 3:30pm to 7pm for practice and games.
- Two games are allowed on Saturday's beginning at 9am with the conclusion of the second game by 4:30pm.
- No games or practices are allowed on Sundays.

M-ALL wishes to renovate the existing baseball facilities at Holbrook Palmer Park to improve the safety and comfort for players and spectators. In May 2011, M-ALL made a presentation to City Council outlining the proposed improvements to the existing ball field as well as the surrounding park area. The proposed improvements included:

- permanent features including:
 - a new backstop
 - seating
 - dugouts
 - scoreboard
 - removable outfield fence
- an overhaul of the turf area
- improvements to drainage and irrigation
- funding for ongoing maintenance and care

Proposed capital funding for this project was \$500,000 which also included funding for tennis court resurfacing and park beautification. The May 2011 Council presentation is included as Attachment A.

ANALYSIS

In August 2012, City Council approved placing Measure M on the November 6, 2012 election ballot asking qualified electors of the Town of Atherton to decide if M-ALL should be permitted to:

M-ALL IMPROVEMENTS AT HOLBROOK-PALMER PARK

AUGUST 21, 2013

Page 3 of 7

“improve the baseball field and surrounding areas at Holbrook-Palmer Park, including seating for spectators, an improved playing area for children, and new restrooms for all park users, using private funds only”

The resulting vote was 75.1% (2,901 votes) in favor and 24.9% (961 votes) opposed.

Attachment B includes information provided to voters including the ballot language, Argument Against Measure M, Argument in Favor of Measure M, and the Impartial Analysis prepared by the Atherton City Attorney.

M-ALL Project Proposal

As a follow-up to the affirmative Town vote, staff contacted M-ALL representatives to meet and confirm our understanding of the scope of improvements proposed by M-ALL. Staff also needed to discuss project implementation details necessary to move the project forward and to discuss business points necessary for the development of the Facility Agreement.

Town staff and M-ALL representatives met on January 16, 2013 to discuss project details, process, and expectations. One of the items discussed by Town staff was the need to receive a proposal from M-ALL with specific project details to ensure the Town and M-ALL had a common understanding of proposed improvements. In addition, the project proposal needed to address the project review and approval process, construction roles/responsibilities, ongoing maintenance and repair responsibilities, as well as other important use terms.

As a follow-up to the January 16 meeting, Town staff corresponded with M-ALL on January 19, 2013 to outline specific proposal requirements. Attachment C is a copy of the email correspondence detailing the requested information.

On April 29, 2013, the Town received the Project Proposal from M-ALL. The proposal was reviewed by Town Planning, Public Works, and Engineering staff. Staff comments were sent to M-ALL on May 5, 2013. On May 8, the Final M-ALL Proposal was received. The Final Proposal (Attachment D) was provided to the Planning Commission for review.

Planning Commission Review

As part of the project review process, City Council asked the Planning Commission to review the proposed M-ALL improvements and provide recommendations. The Parks & Recreation Commission was also provided an opportunity to provide input. The Planning Commission conducted three public meetings to extensively review and discuss the schematic plans and proposal submitted by M-ALL.

A letter dated July 12, 2013 summarizing Planning Commission thoughts and recommendations was prepared and sent to the City Council and is included as Attachment E of this staff report.

As stated in their letter, the Planning Commission believes improvements to the existing field are needed, but believes the M-ALL plans are too monumental, too large in scale, and counter to

M-ALL IMPROVEMENTS AT HOLBROOK-PALMER PARK

AUGUST 21, 2013

Page 4 of 7

maintaining a rustic character of the park. In addition, the Planning Commission was unanimous in their support for removable fences, scoreboard, and foul poles.

Staff Analysis of Ballot Measure M Result

Planning Commission recommendations included items which would alter some of the physical improvements proposed by M-ALL. Specifically modifying some of the improvements to be removable versus permanent as well as reducing the seating capacity proposed by M-ALL.

Staff evaluation of these differences was based upon our review and interpretation of the passage of Measure M. This included review and analysis of the information and descriptions presented as part of the Measure M ballot materials including the ballot measure language, printed arguments in favor and against Measure M, and the impartial analysis prepared by the Atherton City Attorney. Accordingly, staff believes the passage of Measure M set the parameters for approved construction of the following improvements at Holbrook Palmer Park:

- Permanent covered seating for 200 spectators and covered dugouts
- Permanent 210 foot perimeter fencing and foul poles along both baselines
- Permanent electronic scoreboard
- Re-surfacing of the existing field
- Removable outfield fencing
- New restroom facilities

The parameters set by the passage of Measure M frame the project's construction, but do not address facility use, appearance, or ultimate design. It is in these areas that input from the Planning Commission and City Council is necessary to focus the project's aesthetics and M-ALL's use.

Attachment F provides an analysis of Planning Commission recommendations and staff interpretation of Measure M.

M-ALL Facility Agreement

A draft Facility Agreement specifying the terms of use; responsibilities relating to the construction of proposed improvements; responsibilities relating to ongoing maintenance, repair, and replacement of improvements; length of term; and annual payment of fees is included in Attachment G.

The primary business points addressed by the Draft Facility Agreement include the following:

- Provides M-ALL with the ability to renovate and improve the existing ball field facilities including:
 - New covered spectator seating structure
 - New backstop and dugouts

M-ALL IMPROVEMENTS AT HOLBROOK-PALMER PARK

AUGUST 21, 2013

Page 5 of 7

- New perimeter fencing extending along both base lines to the new permanent foul poles
 - New electronic scoreboard
 - Grading, drainage, and irrigation improvements to existing field area
 - Modification to existing path and walkways
- M-ALL will be responsible for preparation of all construction plans and specifications
- M-ALL will be responsible for construction and will select and secure all contractors and sub-contractors
- All improvement plans shall be reviewed and approved by the Town of Atherton prior to the start of construction
- After completion and acceptance by the Town, all improvements shall become property of the Town of Atherton
- M-ALL will be required to go through the normal building permit process and shall pay all fees associated with the issuance of the building permit including plan review and inspection
- M-ALL shall pay all staff costs including planning, design review, inspection, legal, and staff administration associated with the design and construction of project improvements
- Design and construction of project improvements shall comply with all Town of Atherton standards, building code requirements, and relevant State and Federal requirements
- Removal and replacement of all trees shall be per the requirements and under the direction of the Town of Atherton
- M-ALL shall provide new trash and recycle receptacles as required by the Town of Atherton. The Town will be responsible for trash removal and disposal
- M-ALL shall be responsible for the maintenance, repair, and replacement of the baseball facility including the seating area, restroom, storage space, dugouts, fences, and playing field
- M-ALL will continue to pay the Town of Atherton an annual use fee for the term of the Lease Agreement
- M-ALL will contribute funds in the amount of \$27,500 to the Town of Atherton to be used for repair and refurbishment of the tennis courts. Funds shall be paid prior to final approval and acceptance of project improvements by the Town of Atherton.

M-ALL IMPROVEMENTS AT HOLBROOK-PALMER PARK

AUGUST 21, 2013

Page 6 of 7

- M-ALL will contribute funds to the Town of Atherton for park beautification improvements determined by the Town. The amount to be contributed will be 5% of the final construction costs up to a maximum of \$50,000. Funds shall be paid prior to final approval and acceptance of project improvements by the Town of Atherton.

City Council Consideration/Direction

The following are some contract terms which staff is seeking City Council direction:

Length of Term

M-ALL is requesting a 20 year agreement. The existing lease included a 10 year term.

Staff Recommendation: Staff recommends an initial 10 year term with two 5 year options for a total potential term of 20 years. Staff believes this is fair and prudent since it provides a level of certainty to M-ALL for the capital investment they are making in the improvements to the ball field and facilities. At the end of the 10 year period, it also provides the Town with the ability to re-assess the compatibility of the Little League activities with Town priorities and direction regarding the use of Holbrook Palmer Park.

Maintenance of Ball Field and Facilities

The M-ALL proposal states that M-ALL will be responsible for the maintenance and upkeep of the baseball facility, including the seating area, restrooms, storage space, dugouts, fences, and playing field.

Staff Recommendation: Staff agrees and supports the M-ALL proposal during the exclusive use period (late February to the end of June). This is consistent with the Town's current maintenance agreement with M-ALL. This is the period of time when Little League activities require higher standards of maintenance and care and experience has shown that it is much more efficient and cost effective for the Town and M-ALL to have M-ALL take responsibility for maintenance.

Annual User Fee

Currently, the Town of Atherton charges an annual user fee based upon the number of players. This fee was approved by City Council in May 2012. The current charge is \$20/player which generates annual revenues of approximately \$2,400 per year.

Staff Recommendation: Staff recommends continuing with the same methodology and basis for setting user fees. The Facility Agreement should include a provision that allows the Town to review and modify the fee annually. The current fee is priced to pay for water usage, irrigation system maintenance and repair, solid waste collection and disposal, and restroom usage. This fee is based upon the current arrangement of M-ALL maintaining the ball fields and facilities during their exclusive use period. If Council decides to change this arrangement, staff will develop a new methodology for establishing annual user fees.

M-ALL IMPROVEMENTS AT HOLBROOK-PALMER PARK

AUGUST 21, 2013

Page 7 of 7

Environmental Consideration

A Mitigated Negative Declaration was prepared in January 2000 for the Little League Ball Field Project. Also in 2000, the City Council amended the Town's Noise Ordinance to exempt Little League Field usage.

An Environmental Impact Report was prepared for the Atherton Library Project in 2012, analyzing the preferred project, a new library at Holbrook Palmer Park. This report analyzed the existing uses at the site including Little League, wedding uses, and the additional proposed Library use. The report concluded that there would not be an impact relating to parking with the existing and added Library use.

The continued use of the field by M-ALL is consistent with the environmental analysis prepared for the site. The addition of the seating structure will not trigger a separate environmental analysis under CEQA and is considered exempt per CEQA Guidelines, 14 Cal Code Regs Section 15303, Minor Alterations.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Services Director

George Rodericks
City Manager

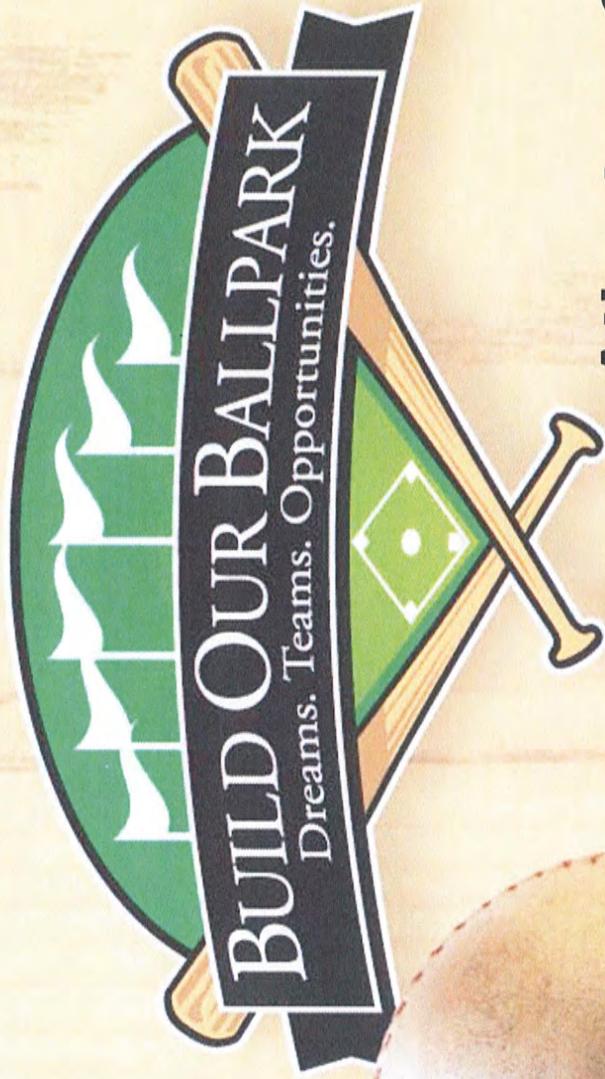
ATTACHMENTS:

- Attachment A – May 2011 M-ALL City Council presentation
- Attachment B – Measure M Ballot Information
- Attachment C – Email Correspondence to M-ALL Re: Proposal Requirements
- Attachment D – M-ALL Project Proposal
- Attachment E – Planning Commission Recommendations to the City Council
- Attachment F – Review of Planning Commission Recommendations
- Attachment G – Draft Facility Agreement

Attachment A
May 2011 M-ALL City Council presentation



**Help us build
a dream.**

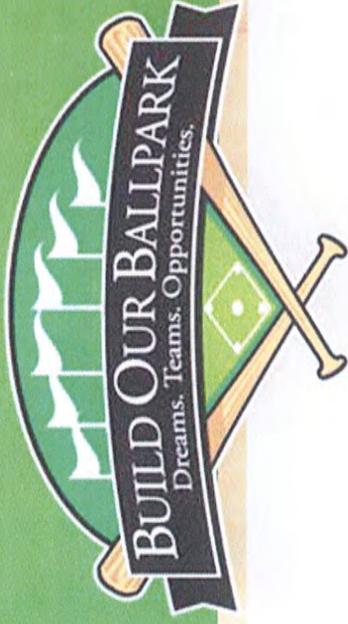


Atherton, California Presentation

April 6, 2011



www.BuildOurBallpark.org



MA Little League Background

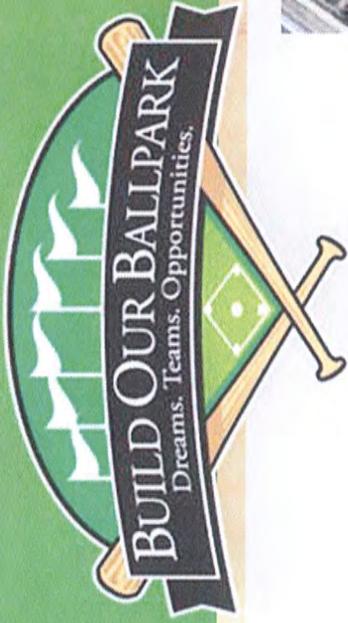
- Established in 1949
- Serving 480 families & 520 kids each year
- 1/3 of families are Atherton residents
- Have finished rebuilding four ballpark complexes in Menlo Park
- Recognized by Positive Coaching Alliance (PCA)

www.BuildOurBallpark.org



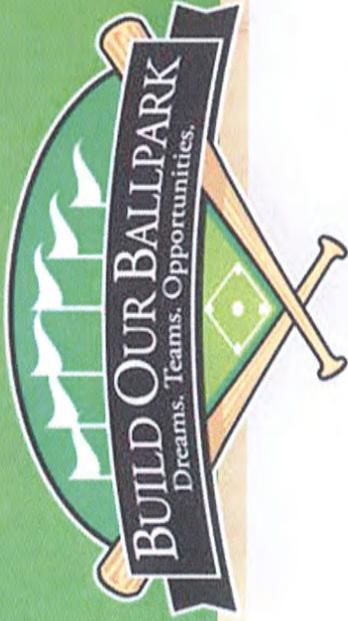
Holbrook Palmer Park Ballpark

- First built in 2000
- Initial discussions in 2000 not well “partnered” with Park & Recreation Commission
- Have invested over \$400,000 in the facility since it’s inception
- Currently operating under a one year extension with the City of Atherton
- Current field is the site of AAA (minors) division



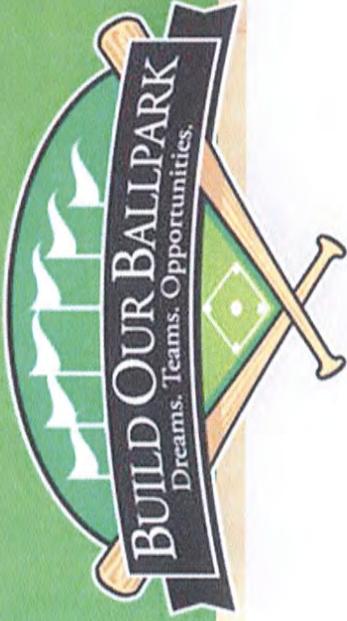
The current field is the poorest quality & least safe in the MA-LL field rotation

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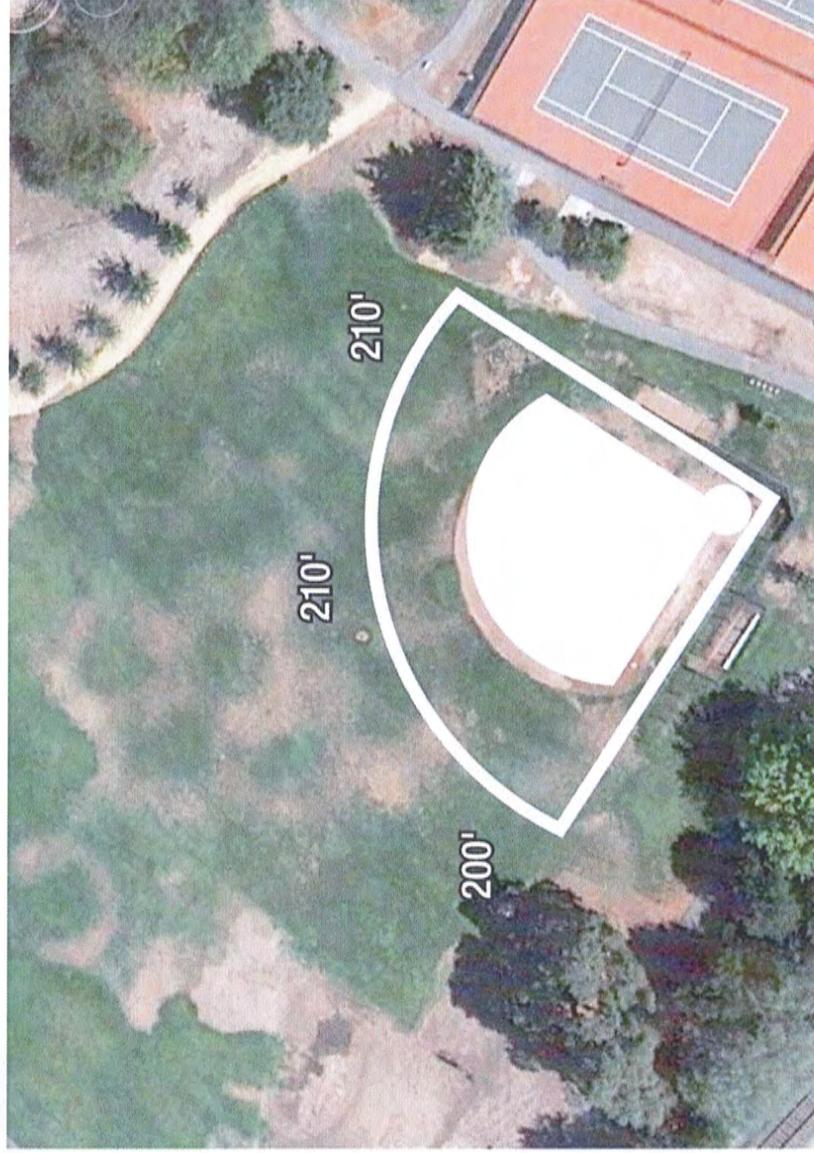
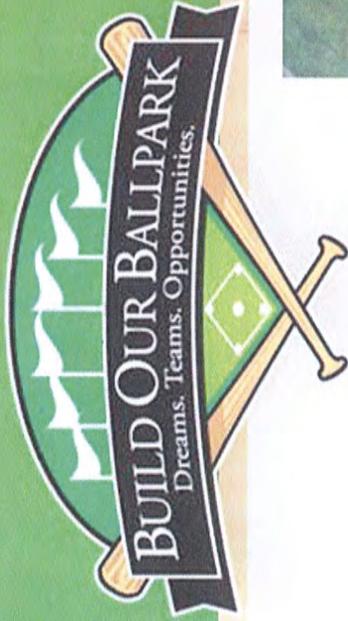
MA-LL & Atherton Partnership

- Initial discussions began 9 months ago
- “Listening Tour” Approach:
 - Atherton Dames
 - Felton Gables & other park neighbors
 - Atherton Mayor
 - Park & Rec Commissioners
 - Planning Commission
 - Atherton Little League parents
- Needs at Holbrook Palmer ballpark are a subset of the park’s larger capital needs
- Durable & enduring solution is needed
- World class facility befitting of Atherton & consistent with other park projects (i.e. Library)



MA-LL Holbrook Palmer Park Proposal

- \$500,000 capital project
- Permanent back stop, seating, dugouts, scoreboard
- Victorian-style grandstand
- Complete overhaul of turf, drainage & irrigation
- On-going commitment for care & maintenance
- **AND funding for:**
 - Tennis court resurfacing
 - Parking expansion and walkways to field
 - Storage for DAMES equipment
 - Trees for sound reduction
 - Funds for on-going maintenance & care
 - Additional park beautification

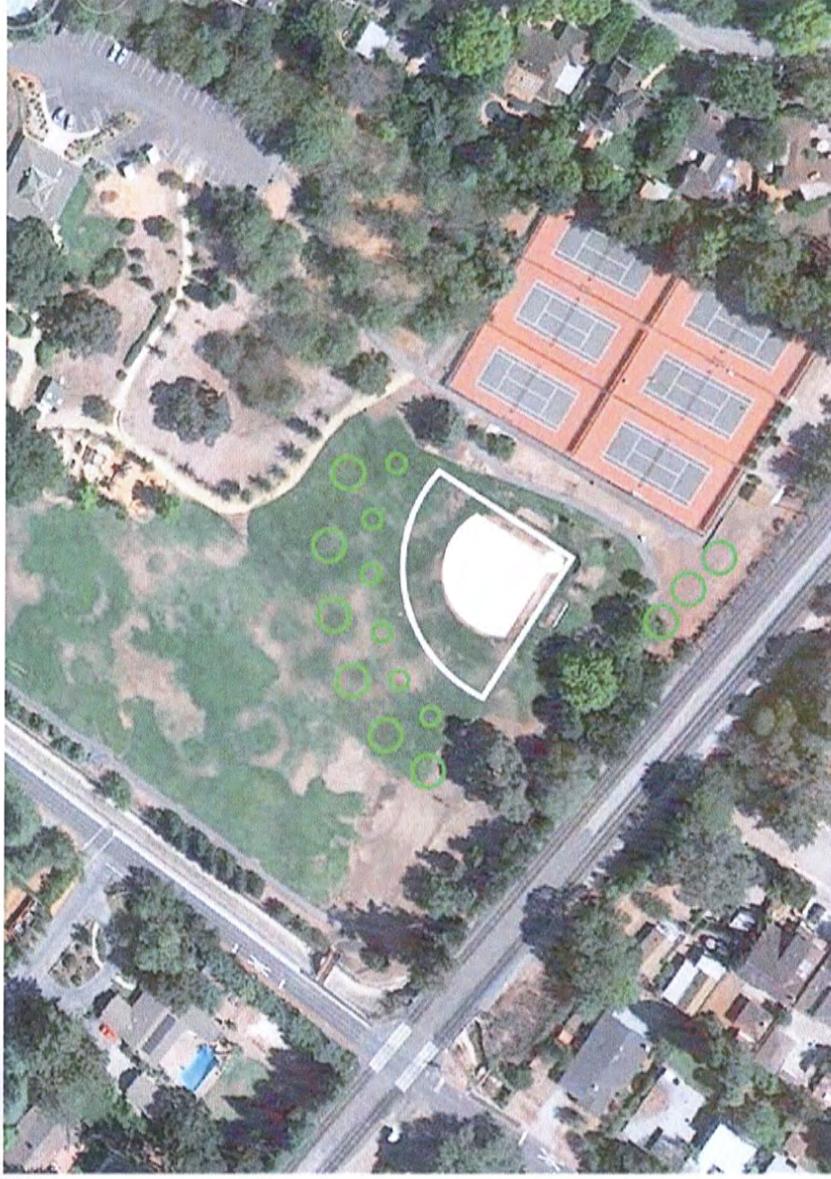
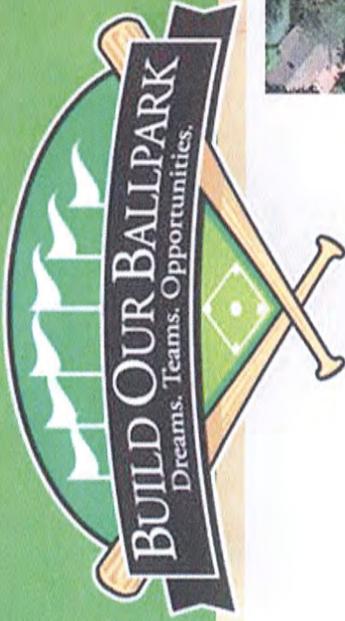


PROPOSED OUTFIELD FENCE DIMENSION OVERLAY

**BASEBALL DIAMOND AND
OUTFIELD FENCES ARE TO
LITTLE LEAGUE SPECS**

**MOVEABLE OUTFIELD
FENCE INSIDE OF
CURRENT FENCING**

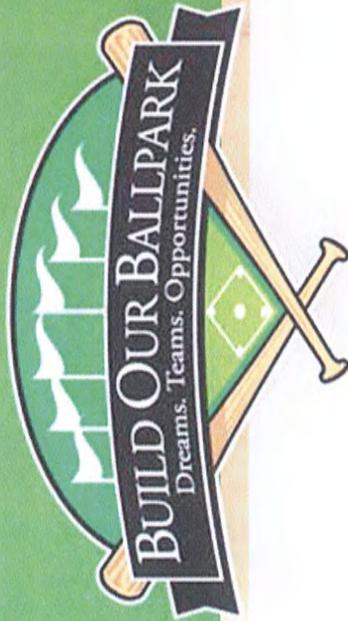
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SITE SUGGESTION

- **GREEN CIRCLES DENOTE
AREAS OF NEW TREE
PLANTINGS TO OBSCURE
VIEW AND NOISE**
- **PARTNER WITH TREE
COMMITTEE ON PLANNING**

www.BuildOurBallpark.org



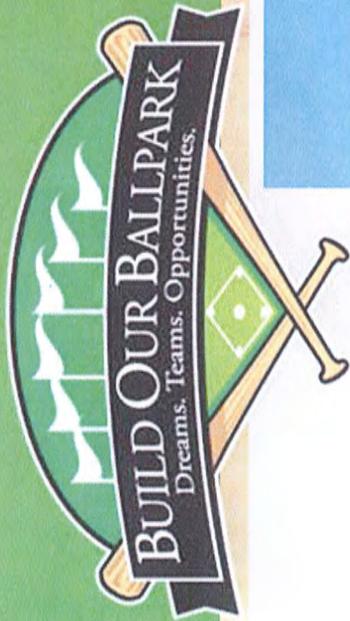
PROPOSED SCOREBOARD

REMOTE CONTROLLED
LIGHTED SCOREBOARD

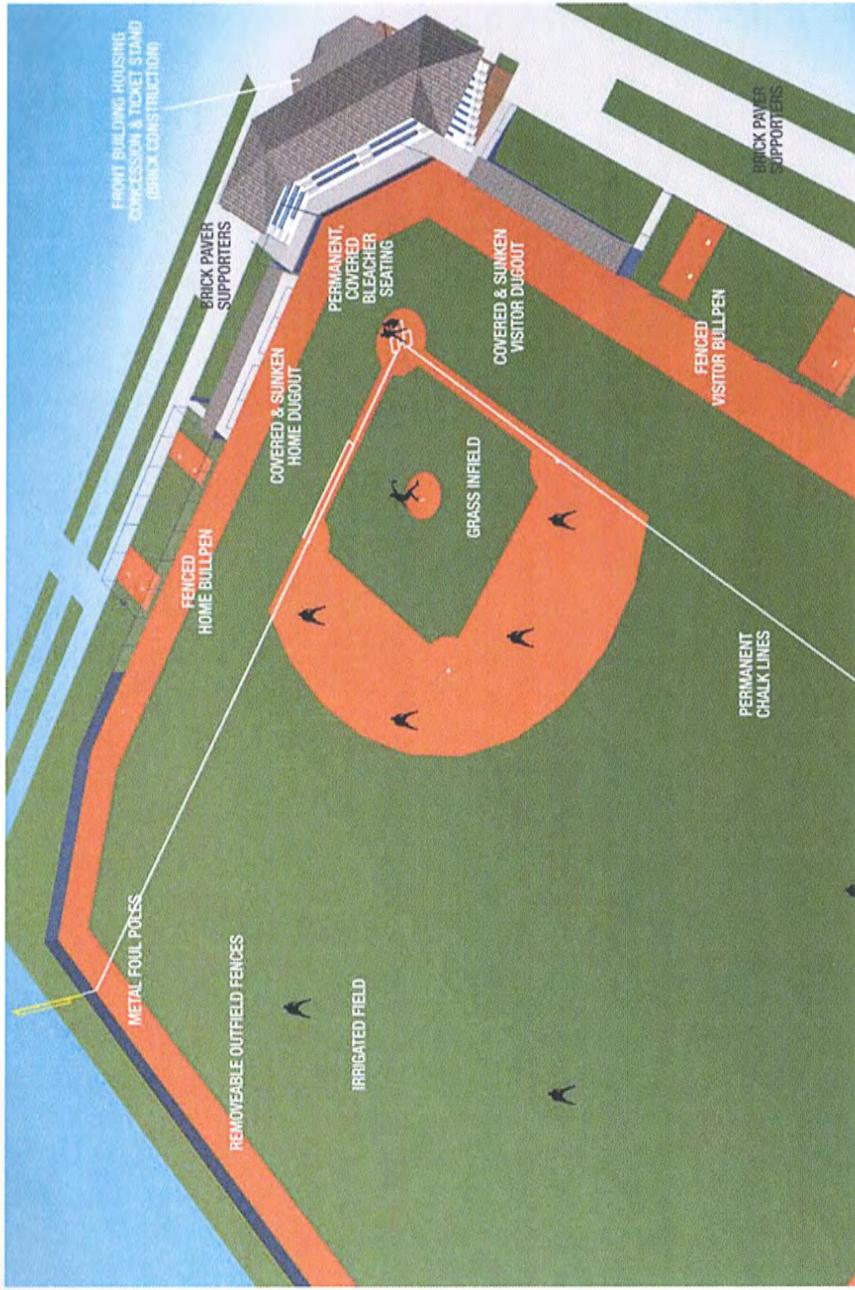
LOGOS AND MESSAGES
CAN BE CUSTOMIZED



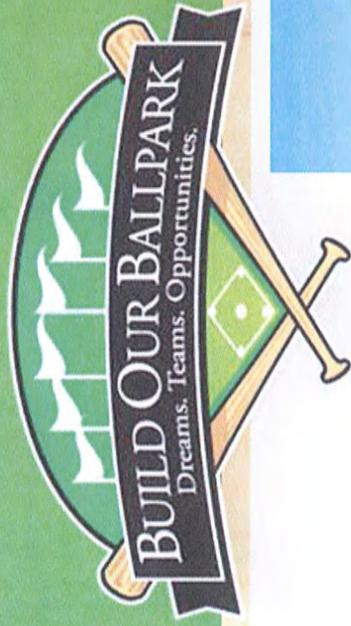
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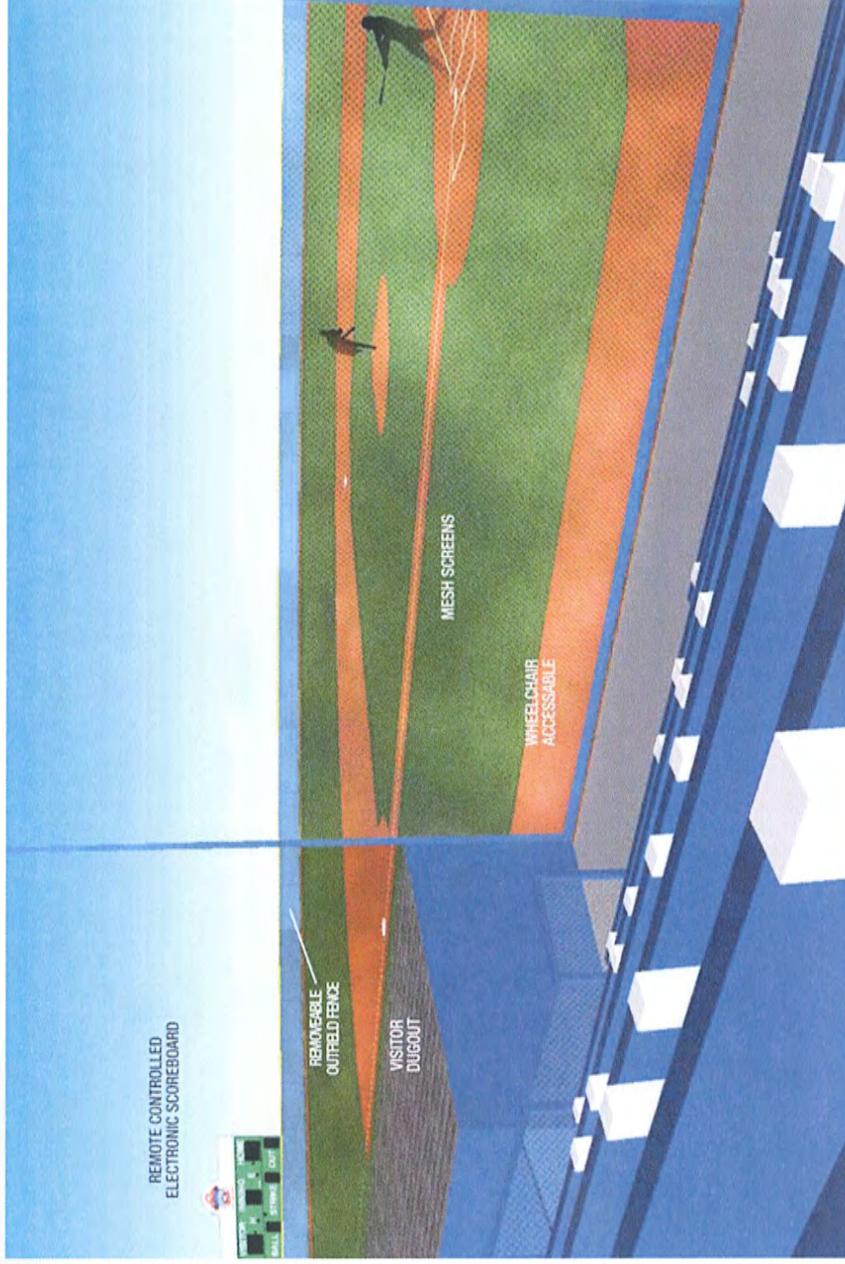
ARTIST RENDERING AERIAL VIEW



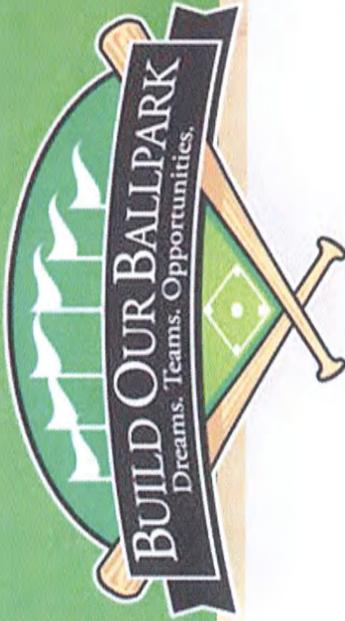
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ARTIST RENDERING BLEACHER VIEW

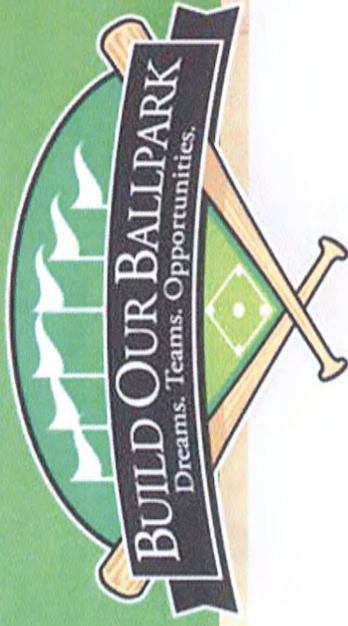


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Holbrook Palmer Ballpark Project – Construction Projections

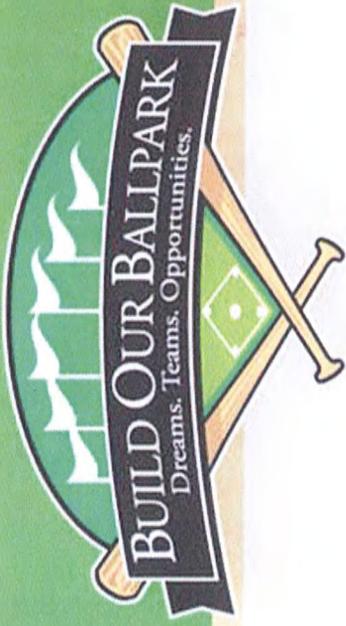
Description of work	Estimate	% of Budget
Field - Scrape, compact & prep	\$25,000	4.36%
Irrigations (new irrigations & sprinkler system)	\$20,000	3.48%
Top soil & sod & infield clay mix	\$35,000	6.10%
Backstop & foundation	\$12,000	2.09%
Fencing	\$35,000	6.10%
New bases, pitching rubber, plate anchors & foundations	\$7,000	1.22%
Dugouts (either flat or sunken)	\$15,000	2.61%
Scorers booth, snack shack, storage facility	\$60,000	10.45%
Bathrooms	\$45,000	7.84%
Scoreboard	\$10,000	1.74%
Pavers	\$25,000	4.36%
Permits	\$10,000	1.74%
Water fountains x 4	\$5,000	0.87%
Plans	\$10,000	1.74%
Misc (signs, etc.)	\$25,000	4.36%
Ongoing field fund	\$30,000	5.23%
Park beautification allocation	\$50,000	8.71%
Tennis Court (7-10k/court)	\$75,000	13.07%
Extended Parking Lot	\$50,000	8.71%
Total Estimated Budget	\$499,000	
Fund Raising Goal	\$500,000	



Next Steps

- Park & Rec Commission vote of support to Town Council
- Proposal for authorization to Town Council
- Complete fundraising
- Detailed plans developed with:
 - Planning Commission
 - Tree Committee
 - MA-LL Construction team
- Estimated construction time: 4 months

www.BuildOurBallpark.org



THANK YOU

for your time.

On behalf of our kids –
“You’ve got the ball!”



Help us build
a dream.

Attachment B
Measure M Ballot Information

Ballot Measures for November 6, 2012 Election

1. Town Center

"Should the Town of Atherton construct a new library in Holbrook-Palmer Park using funds dedicated for Library purposes only, by replacing the Main House and some surrounding patios and walkways?"

2. Menlo-Atherton Little League

"Should the Town permit the Menlo-Atherton Little League to improve the baseball field and surrounding areas at Holbrook-Palmer Park, including covered seating for spectators, an improved playing area for children, and new restrooms for all park users, using private funds only?"

3. Town Center

Should the Town of Atherton primarily use private donations to construct and design a new Town Center? Other funding sources might include funds derived from Building fees or future grant money, but would not use general fund or parcel tax money.

Argument against Letter M

Building a baseball stadium with 200 covered seats in the middle of Atherton's only park is a bad idea. These precious open spaces and peaceful settings are a priceless asset to this Town and need to be preserved for all users of the Park. The Park has been very protective of its open spaces and does not need a massive, permanent baseball-only field which would reduce the enjoyment of others and by design would restrict uses for other sports.

In the Town Council majority's haste to bring this project forward for a vote, there is now no place for negotiation as to what should be included in the new design. We are forced to make an "up or down" decision regarding this project. Why is there covered seating for 200 spectators? Where would cars for 200 spectators park, especially if the Library is also built in the Park? Is this baseball park intended for other uses? Will night games with lights be next? Covered grandstands won't make the excitement of baseball any more valuable for the young players. The proposed field will not be used for an increased number of players. In fact, by Little League's own records, only about one third of the 520 registered players are Atherton residents. A 210 foot perimeter fence cyclone fence down both baselines is not removable and will affect the visible appearance of the meadow. The same can be said for a lighted scoreboard with advertising and messages.

Little League is welcomed in the park. It is certainly important to encourage young athletes to increase physical activity and participate in team sports. However, a stadium of this magnitude is out of place at Holbrook-Palmer. Please vote NO in hopes that eventually we can create a baseball field that "fits" our Park.

Frank Merrill
Rachel Croft

Argument in Favor of Measure M

Atherton has been offered a wonderful gift which will cost nothing. There is no downside – only tremendous upside for the community.

Over the years, the baseball/softball field and surrounding area at Holbrook-Palmer Park have become dilapidated and less safe. To solve this problem, the Menlo-Atherton Little League has submitted a plan to enhance, beautify and make safer an area of the park which is regularly used by hundreds (if not thousands) of Athertonians each year. The plan will be funded entirely by private donations from people who believe deeply that we deserve a beautiful, safe park for everyone to enjoy.

This generous gift includes various enhancements to the existing baseball/softball field, complete with:

- covered stands and dugouts designed to blend perfectly with existing park structures;
- new fencing to keep spectators and other park users out of harm's way; and
- a re-surfaced field to make it safer for baseball, softball, soccer, and lacrosse, for which all or part of the field is used.

As part of the plan, the Little League has offered to resurface the park's tennis courts as well. This is a much needed improvement which the Town has not provided funding.

This proposal is not limited to the baseball/softball field and tennis courts. Indeed, it benefits all who enjoy the park. Many citizens are well aware that the park is in dire need of new restrooms. The plan includes new restrooms near the tennis courts which will be open for all park users. In addition, the Little League has offered to plant trees in surrounding areas to further beautify the landscape.

In this time of economic uncertainty, we have to rely on generous citizens to fill gaps left by tight government budgets. Please accept this gift to the Town. Vote YES on Measure M.

Signatures:

Steve Bouret, Atherton resident & former Board Member and Coach, M-A Little League
Bob Hellman, Atherton resident & former Board Member and Coach, M-A Little League
Bob Oyster, Atherton resident & member, Park & Recreation Commission
Gina Ryan, Atherton resident & Board Member & Finance Chair, M-A Little League
David Wright, Atherton resident & former Park & Recreation Commission Chairman



Town of Atherton

MEMO FROM CITY ATTORNEY'S OFFICE

TO: City Clerk/Elections Official
FROM: City Attorney
DATE: August 14, 2012
SUBJECT: Impartial Analysis; Little League matter

Following is the City Attorney's impartial analysis of the ballot measure regarding whether to permit Menlo-Atherton Little League to construct improvements in Holbrook-Palmer Park which is scheduled to be voted upon at the November 6, 2012 election:

"The Town of Atherton has received a proposal from the Menlo-Atherton Little League to construct certain improvements to the existing Little League baseball diamond in Holbrook-Palmer Park. It proposes a number of improvements to the field and surrounding facilities, ranging from leveling the field, erecting temporary removable outfield fences, and construction of a small electric scoreboard and permanent foul line poles. Of perhaps greater significance is a desire to install covered seating grandstands and new restrooms that will result in permanent improvements to the area. The cost of such improvements will be paid for by the Menlo-Atherton Little League using only private funds. There will be no taxpayer's funds used to complete the proposed improvements.

The Menlo-Atherton Little League proposal has not been through the normal Atherton planning process at this time. The City Council has determined that it wants citizen input with respect to the significant permanent impacts of the application. The measure therefore asks voters to decide whether permanent structures associated with the Little League baseball diamond area of Holbrook-Palmer Park should be allowed to be constructed after appropriate planning review; specifically whether or not to allow construction of covered spectator seating, an improved playing field, and new restroom facilities in this area of the Park.

If approved by the voters, the grandstand and restroom permanent facilities will be allowed in Holbrook-Palmer Park; however, if rejected by the voters, this measure will prohibit such permanent improvements in the Park. Voter approval of the measure will not automatically grant the Little League improvement proposal which will still have to go through the normal Town land use review process."

Attachment C
Email Correspondence to M-ALL Re: Proposal Requirements

RE: Little League Follow-up

Michael Kashiwagi

Sent: Saturday, January 19, 2013 5:24 PM

To: Mike Haven [mrhaven@gmail.com]

Cc: Bob Hellman [bhellman@aimlp.com]; Steven Tyler; gsiebert@interwestgrp.com; Lisa Costa Sanders; Mike Gardner [jmgardner@gmail.com]

Hi Mike,

I would again like to thank you, Mike, and your design team for meeting with us last Wednesday prior to the City Council meeting. It was very helpful for Town staff in terms of gaining a better understanding of the proposed project improvements. As you and Mike know since you attended the Council meeting, the Council approved the process recommended in our staff report with the addition of directing staff to share the plans presented to the Planning Commission and the Menlo Atherton Little League (M-ALL) project proposal with the Parks and Recreation Commission at their March meeting. The Council also authorized the creation of an Ad Hoc Committee of the Commission to review and provide feedback on project details as the project progresses to construction.

Although we discussed the Project Proposal to be prepared by M-ALL at our January 16th meeting, I thought it would be helpful to provide a description of information the Town would like included in the Project Proposal. Items to be included:

- A complete description of all improvements to be constructed as part of this project. Include a scaled drawing showing the improvements.
- A description of the required changes/modifications (relocation of existing paths, removal of trees, etc) to the existing park resulting from the construction of the proposed improvements.
- Description of permanent and temporary improvements. For temporary improvements, describe who will be responsible for installation and take-down, frequency or schedule of installations/take-downs, storage requirements, and storage location(s)
- Months of year, days of week, and hours of use requested for exclusive use by M-ALL
- During exclusive use periods, provide details regarding maintenance responsibilities, frequency of maintenance along with a description of janitorial (restroom cleaning and supplies, trash receptacles, trash pick-up and disposal, etc) services
- Responsibilities regarding the maintenance, repair, and replacement of proposed improvements
- Role/responsibilities of M-ALL for the design and construction of improvements
- Proposed lease terms
- General description of proposed roles and responsibilities of M-ALL and the Town of Atherton for the design, construction, operations, maintenance, repair, and replacement of improvements

Please let me know if you have any questions or I've left something out. Thanks

Attachment D
M-ALL Project Proposal



Planning Commission
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

**Re: Holbrook-Palmer Park Baseball Field Renovation
Project Proposal**

Background

The Menlo-Atherton Little League (“M-ALL”) is a community-based volunteer organization. Several hundred children between the ages of 5 and 12 who are residents of Atherton or a portion of Menlo Park play Little League baseball through M-ALL at several local fields. The baseball field at Holbrook-Palmer Park (“H-P”) has been used by M-ALL for team practices and games since 2000.

M-ALL wishes to renovate the baseball facilities at H-P in order to improve the safety and comfort of players and spectators. Covered seating for the spectators and also for the players’ dugouts provide needed protection from the sun and foul balls. Restrooms and drinking fountains contribute to a more comfortable game experience. Updated fencing reduces the likelihood of children or families being hit by stray balls, and improving the field reduces the chances of falls and injuries due to an uneven surface. The improvements have been designed in an architectural style and scale in keeping with other facilities in the park.

M-ALL does not intend to increase its use of the baseball field after the proposed renovations. There are already children playing baseball at the field nearly every afternoon during the season running from February through June. The typical spectators at games are the family members of players, and there is no reason to believe that that number will increase with facility renovations.

Following several meetings with the Parks & Recreation Commission as well as the Planning Commission to review initial plans for improving the baseball facilities, the City Council voted to pose the question to all Atherton residents. The wording of the ballot measure was “Should the Town permit the Menlo-Atherton Little League to improve the baseball field and surrounding areas at Holbrook-Palmer Park, including covered seating for spectators, an improved playing area for children, and new restrooms for all park users, using private funds only?” On November 6, 2012, Measure M passed with the overwhelming support of 75.1% of voters.

Specific Improvements

The improvements to the H-P baseball field and surrounding areas are detailed in the scaled drawings submitted on April 26, 2013. The improvements include the following highlights:

- Seating Area. A covered seating area for game spectators will be constructed behind home plate.¹ The seating area is designed to blend with current park architecture and increase spectator safety.
 - The seating area will fit well between the backstop and tennis courts, with plenty of room for pedestrian traffic and additional trees.
 - Currently, up to 100 people may attend a typical game, and that is what the covered seating was sized to seat comfortably, allowing an average of 3 feet of bench seating per person in order to accommodate people of all shapes and sizes and permit for some space between spectators. However, per state building code standards, the capacity of the seating is required to be defined as 18 inches per person, resulting in a stated capacity of 200 people.
 - The seating area will contain restrooms for men and women, as well as storage rooms for equipment.
- Backstop. The existing backstop will be replaced with a new, safer and visually appealing model made of an open link mesh fencing.
 - The backstop will be hooded to decrease foul balls interaction with spectators, tennis players, or others enjoying the park. The hood is sloping, and has a maximum height of 20'.
 - The backstop will be an aesthetic improvement from the current dilapidated structure and will allow spectators a full view of field activities.
- Field. The field will be updated.
 - The plans include grading the field and adding new soil and/or grass as necessary for a level, safe, and attractive playing surface. The grass used in the infield and outfield areas will be the same as the existing typical grass.
- Dugouts. Covered dugouts will be constructed in the current dugout locations.
 - The dugouts will include attached pitchers bullpens to further enhance safety for players and spectators.
- Fences. New fences will be added to further protect park users. Fences will extend from the backstop to the foul poles.
 - The fencing will be black painted or vinyl coated chained link and approximately 4' in height for most of its length, but will be taller immediately adjacent to the player dugouts and warm-up area, to prevent players from being injured by flying balls.
- Paths and Walkways.
 - The existing path running along first-base side of the field will be relocated slightly to the south to accommodate the seating area and storage. That path also will be

¹ Home plate will remain in its current location; the field will not move forward.

widened slightly from the parking area to the seating area to allow for maintenance and emergency vehicles should the need arise. The path material will be asphalt to match the existing paths.

- No other path in the park will be relocated or altered in any way.
- Foul Poles and Scoreboard.
 - 15' foul poles will be installed at right and left field corners.
 - A permanent electronic scoreboard (3' x 8') will be placed near the left field foul pole in a location that can be viewed from the seating area.
- Trees
 - Trees will be planted and relocated for a net gain of three (3) additional trees as part of the landscape beautification improvements.
 - To enhance the area surrounding the tennis courts and seating area, additional trees and plantings will be added for shade and to act as a natural barrier.
- Outfield Fencing
 - A removable fence will be located from the left field corner to the right field corner at a 200' distance from home plate (Little League Standard).
 - The fencing is a black nylon mesh with removable PVC posts placed in ground receptacles.
 - When fencing is removed, other sports can be played directly over the ground receptacles and mowing can occur without concern.
 - Menlo-Atherton Little League will be responsible for the setup and take down of the fencing. It will be stored in the storage locker in the seating area.
 - Fencing will be removed during non-baseball exclusive periods and for park special events upon request by the Town.
- Usage
 - Menlo-Atherton Little League will have exclusive use of the baseball field from February through June during scheduled league activities. The scheduled league activities include games and practices and will be held on the following days and times:
 - Monday through Friday: Practices or games will start no earlier than 3:30 p.m. All practices will be concluded by 7:00 p.m. The last inning of a game may not start after 7:00 p.m.
 - Saturday: 9:00 a.m. – 4:30 p.m.
 - The public will have access to the field at all times when not in use by Menlo-Atherton Little League.
 - During non-exclusive use periods, Menlo-Atherton Little League participants may use the field on a first-come, first-served basis.
- Maintenance
 - Menlo-Atherton Little League will be responsible for the maintenance and upkeep of the baseball facility, including the seating area, restrooms, storage space, dugouts, fences and baseball playing field.
 - Trash receptacles will continue to be the responsibility of the Town of Atherton as currently maintained.

- Menlo-Atherton Little League will continue to pay the Town of Atherton an annual usage fee.
- Lease Term
 - Menlo-Atherton Little League requests a 20-year lease agreement.
 - A new lease agreement will be executed with terms contained in this Project Proposal and any other mutually agreeable terms.
- Tennis Court Resurfacing
 - Menlo-Atherton Little League will provide funds to the Town of Atherton for the purpose of resurfacing the tennis courts.
- Roles and Responsibilities
 - All improvement plans and specifications will be reviewed and approved by the Town of Atherton prior to the start of construction.
 - The Town of Atherton will issue building permits and inspect improvements for compliance with appropriate building code requirements.
 - All costs to construct the improvements as outlined in the submitted plans and above will be incurred by Menlo-Atherton Little League. The Town of Atherton will not be required to contribute funds, but may choose to on its own accord.
 - Menlo-Atherton Little League will select and secure all contractors and sub-contractors.
 - At the completion of construction, the improvements will become the property of the Town of Atherton.

Should you have any questions, we will be happy to discuss.

Kind Regards,

/s/ Mike Haven

/s/ Mike Gardner

Menlo-Atherton Little League

May 8, 2013

Attachment E
Planning Commission Recommendations to City Council

July 12, 2013

Menlo Park Little League Proposal
Report to Atherton Town Council

The Town Council has asked the planning commission to review plans of the Menlo Atherton Little League for improvements to the existing baseball field in Holbrook Palmer Park and to make recommendations to the council.

The planning commission has held three public meetings on the Little League proposal with discussions of over an hour at each meeting. It has questioned and listened carefully to the Little League representations.

In general the planning commission believes that improvement of the present field is needed but the Little League plans are too monumental, too large in scale, and counter to maintaining a rustic character to the park. The commission believes other users should be able to use the space in the off-season and during the season when Little League is not using it. The planning commission was unanimous in their support for removal of fences, scoreboard, and foul poles which would detract from the park like feeling of today.

Specifically the planning commission recommendations are:

1. Seating structure (not including the roof)
 - Capacity/Size
Minimize the visual impacts of the structure and significantly reduce the size of the structure (60 – 100 people, using 24"-wide seat as a standard)
 - Roof
Allow the roof to be permanent as proposed, with a modified design to minimize the visual impact
2. Dugouts
 - Allow the dugouts with a roof cover that is removed at the end of the season
3. Fencing
 - Allow a non-removable fence similar to footprint as it exists today along the infield, anything beyond that shall be removable at the end of the season or upon the request of the Town
4. Outfield Fence
 - Allow the outfield fence to be 4' high and removable at the end of the season or upon request of the Town

5. Foul Poles

- The foul poles shall be removed at the end of the season or upon request of the town

6. Scoreboard

- Location
No permanent scoreboard shall be located along either foul line
- Design
As an option, the scoreboard could be designed as part of the main seating structure or as a portable scoreboard that would be stored at the end of each game

7. Backstop

- The backstop with foul ball screen along the top as proposed with black vinyl coated chain link fence is acceptable as permanent

8. Field Improvement

- The entire field should be improved for a quality playing surface (some places may need more work than others)

9. Path

- The path from the parking lot to the field shall be no greater than 8' in width, made of asphalt material as recommended by Public Works
- Drainage
Any potential drainage and safety issues created by the change in grade between home plate and the tennis courts should be examined and addressed

10. Sprinkler Lines and Controls

- Some of but not all sprinkler lines may have to be replaced to be a part of an effective irrigation system. Controls should be housed in a secure place with the entire system installed to the satisfaction of Public Works.

11. Lighting

- Shall be minimal down lit security lights at the rear of the structure
- Shall be minimal down lit security lighting within the seating area
- No field lights
- The electrical conduits shall minimally impact trees

Equally important are the operating conditions of Little League use. The commission believes the following is extremely important:

1. Maintenance

- We understand that the Town wishes to do the maintenance in return for a fee to be paid by Little League. This was the procedure more than two years ago when Little League first made its proposal and the field was in disgraceful condition. If this is the case, the Park and Recreation

Commission must vigorously oversee the work to ensure long term quality.

The Little League in their May letter to the planning commission stated at the bottom of page 3 that they will be responsible for the maintenance and upkeep of facilities including the seating area, restrooms, storage space, dugouts, fences, and baseball playing field.

We are curious about the change. If the Town is to be the maintainer and use town equipment, why is there a need for tractor storage under the seating?

2. Time of Use

- Specific times are to be specified in the use agreement
- Exclusive use during times as noted in Use Agreement

3. Snack Bar

- No snack bar shall be allowed

4. Signage/advertisements

- No signage, advertisements or sponsorship displays shall be allowed

5. Amplified Sound

- No amplified sound shall be allowed

The planning commission hopes that these recommendations are helpful to the Council and stands by for any questions or further assignments.

Attachment F
Review of Planning Commission Recommendations

The Planning Commission provides the City Council with the following recommendations for the Little League proposed improvements to the baseball field at Holbrook Palmer Park, based on the review and discussion of the item at the May 22, 2013, June 26, 2013 and July 24, 2013 Planning Commission meetings.

Measure M was approved by the voters as follows: “Should the Town permit the Menlo-Atherton Little League to improve the baseball field and surrounding areas at Holbrook-Palmer Park, including covered seating for spectators, an improved playing area for children, and new restrooms for all park users, using private funds only?”

Staff comments are based upon staff interpretation of the approval of Measure M as passed by Atherton voters in November 2012. Staff interpretation is based upon information and descriptions presented with the Ballot Measure which includes the Ballot Measure Language, Arguments in Favor of and Against Measure M, and the Impartial Analysis of Measure M provided by the City Attorney.

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
1	The seating structure is proposed to be approximately 1,120 square feet in area, with a roof height of 15’ with a 2’ tall decorative cupola. The structure is designed with horizontal wood siding, decorative lattice and handrails and composition shingle roof.	Seating Structure <ul style="list-style-type: none"> Minimize the visual impacts of the structure and significantly reduce the size of the structure (60-100 people, using 24” wide seat as a standard) All the roof to be permanent as proposed with a modified design to minimize the visual impact 	A permanent seating structure as proposed by M-ALL is consistent with the ballot measure.	<p>The planned seating capacity was clearly indicated on the ballot. For example, in the Rebuttal to the argument against Measure M, we stated that “the anticipated use is for 100 people seated comfortably using 36”. The people approved the size. We cannot change it by making it bigger or smaller than was promised.</p> <p>The roof is a simple hip & shed form, already designed to minimize visual impact. The cupola and decorative lattice were designed to complement existing historic buildings in the park.</p>	Affirm the seating structure as proposed is consistent with the ballot measure.
2	The covered dugouts are proposed with a simple hip roof with four posts at a roof height of 9’.	Dugouts <ul style="list-style-type: none"> Allow the dugouts with a roof cover that is removed at the end of the season 	The dugout as proposed by M-ALL is consistent with the ballot measure.	For safety, seismic and practicality reasons, the dugout roof cannot be removable. Like the seating area, the dugout roofs are designed to blend with existing park structures.	Affirm the dugouts as proposed are consistent with the ballot measure.

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
3	Construct new fences to extend from the backstop to the foul poles. The fences will be black painted or vinyl coated chain link at a height of approximately 4'	Fencing <ul style="list-style-type: none"> Allow a non-removable fence similar to footprint as it exists today along the infield, anything beyond that shall be removable at the end of the season or upon the request of the Town. 	Permanent fencing extending from the back stop to permanent foul poles is consistent with the ballot measure	The foul line fencing is consistent with Measure M and we feel that it should be included to avoid any issues with the voters. M-ALL is proposing a blended fence of black acrylic coated chain link fence which will be far more visually transparent. The complexities of removable foul line fencing are many and present the Town with far too many challenges. Also, if the fencing were to be removed annually there would be a larger storage requirement in the seating structure to accommodate the fence sections.	Affirm the new permanent fencing extending along both foul lines to permanent foul poles is consistent with the ballot measure.
4	Install a new removable outfield fence at a height of 4'. The fence would be removed at the end of the season and upon the request of the Town.	Outfield Fence <ul style="list-style-type: none"> Allow the outfield fence to be 4' high and removable at the end of the season or upon request of the Town. 		We agree with this recommendation. Indeed, it has been part of the plans all along.	No issue

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
5	Install two new 15' tall foul poles at the right and left field corners	<p>Foul Poles</p> <ul style="list-style-type: none"> The foul poles shall be removed at the end of the season or upon request of the Town. 	Permanent foul poles is consistent with the ballot measure	<p>Permanent foul poles were mentioned in the impartial analysis of Measure M and thus approved by the voters. The voters read and understood this. We are very concerned that if we start chipping away pieces of what the voters approved, we will run the risk of litigation.</p> <p>And even if it is appropriate to change what the voters approved, which it is not, there is no practical solution that we are aware of. The only safe, removable foul poles we found are 22' or 30' high. That means they would have to be at least 7' higher than contemplated (15'). I don't think the Planning Commission wants that. Contrary to conventional wisdom, bigger is not always better.</p>	Affirm the permanent foul poles are consistent with the ballot measure .
6	Install a new permanent electronic scoreboard (3' tall by 8' wide) near the left field foul pole in a location that can be viewed from the seating area. The scoreboard will be mounted on a pole with 10' clearance under the scoreboard, resulting in an overall height of 13' above grade.	<p>Scoreboard</p> <ul style="list-style-type: none"> No permanent scoreboard shall be located along either foul line As an option, the scoreboard could be designed as part of the main seating structure or a portable scoreboard that would be stored at the end of each game. 	A permanent electronic scoreboard is consistent with the ballot measure	<p>"Construction of an electric scoreboard" was noted in the impartial analysis of Measure M. The scoreboard is designed to be permanent. In our design drawings (on the Measure M website and shown at the public forum), the scoreboard was clearly shown to be located in the left field corner. It should be in the left field corner for 2 reasons: (1) it would have less glare and thus would be more easily seen from the seating area; and (2) it would not be easily seen from Watkins Ave. We are proposing to paint the back of the scoreboard green and mask it with small trees.</p>	Affirm construction of a permanent electronic scoreboard is consistent with the ballot measure.

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
7	Construct a new backstop with a hooded top to decrease foul balls. The backstop is proposed to be black vinyl coated chain link fence at a maximum height of 20'	Backstop <ul style="list-style-type: none"> The backstop with foul ball screen along the top as proposed with black vinyl coated chain link fence is acceptable as permanent 		We agree with this recommendation. It is consistent with the design.	No issue
8	Construct spot repairs to the existing field with new soil and grass as needed (no changes to the field location or layout)	Field Improvement <ul style="list-style-type: none"> The entire field should be improved for a quality playing surface (some places may need more work than others) 		We agree with this recommendation. We will make the decision how to best level the field for safe play to benefit all sports and park activities.	No issue. The extent and scope of field improvements will be reviewed and approved by City Council with approval of final construction plans and specifications.
9	The plans show extension of the path from the parking lot to the paved area surrounding the seating area for accessibility and maintenance vehicle access	Path <ul style="list-style-type: none"> The path from the parking lot to the field shall be no greater than 8' in width, made of asphalt material as recommended by Public Works. Any potential drainage and safety issues created by the change in grade between home plate and the tennis courts should be examined and addressed. 		We are fine with the town staff recommendation to have the path at 8' wide to accommodate maintenance vehicles as currently done. The path material is currently asphalt and we are fine with that to remain the same.	No issue – Modifications and construction of new pathways will be reviewed and approved by City Council with approval of final construction plans and specifications

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
10	The plans submitted were at the conceptual planning level and did not include the level of detail for sprinklers.	Sprinkler Lines and Controls <ul style="list-style-type: none"> Some of but not all sprinkler lines may have to be replaced to be a part of an effective irrigation system. Controls should be housed in a secure place with the entire system installed to the satisfaction of Public Works 		We agree with this recommendation and will address it with Town staff.	No issue – Modifications and additions to the existing sprinkler system will be reviewed and approved by City Council with approval of final construction plans and specifications
11	The plans submitted were at the conceptual planning level and did not include the level of detail for lighting. No field lights are proposed.	Lighting <ul style="list-style-type: none"> Shall be minimal down lit security lights at the rear of the structure Shall be minimal down lit security lighting within the seating area No field lights The electrical conduits shall minimally impact trees 		We agree with this recommendation. We will adhere to code requirements and recommendations made by the Police Department relative to lighting, and will address the remaining issues with Town staff.	No issue – Lighting will be reviewed and approved by City Council with approval of final construction plans and specifications

Other items:

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
	<p>MA Little League proposed to maintain the field and improvements</p>	<p>Maintenance</p> <ul style="list-style-type: none"> • The Planning Commission understands that the Town wishes to do the maintenance in return for a fee to be paid by Little League. This was the procedure more than two years ago when Little League first made its proposal and the field was in disgraceful condition. If this is the case, the Park and Recreation Commission must vigorously oversee the work to ensure long term quality. • Little League in their May letter to the Planning Commission stated at the bottom of page 3 that they will be responsible for the maintenance and upkeep of facilities including the seating area, restrooms, storage space, dugouts, fences, and baseball playing field. The Planning Commission is curious about the change. If the Town is to be the maintainer and use Town equipment, why is there a need for tractor storage under the seating? 		<p>Will address with Town staff. The “tractor” is a seated lawnmower. We will be assisting with mowing to ensure the safety of our players and other park users.</p>	<p>No issue – Staff will seek City Council direction regarding maintenance responsibilities. Maintenance responsibilities will be addressed in the Facility Agreement which must be approved by City Council.</p>

	APPLICATION	PLANNING COMMISSION RECOMMENDATION	CONSISTENCY	M-ALL FEEDBACK TO PLANNING COMMISSION RECOMMENDATION	ISSUES FOR COUNCIL DIRECTION
	MA Little League proposed the same time of use as specified in the existing Use Agreement	Time of Use <ul style="list-style-type: none"> • Specific times to be specified in the use agreement • Exclusive use during times as noted in use agreement 		This will be addressed as part of the Conditional Use Permit and will be consistent with current use.	No issue – MA-LL proposes the same times as outlined in the existing Use Agreement
	A snack bar was not included in the proposal	Snack Bar <ul style="list-style-type: none"> • No snack bar shall be allowed 		We will not have a snack bar at the field	No issue
	MA Little League does not propose signage or advertisement	Signage/Advertisements <ul style="list-style-type: none"> • No signage, advertisements or sponsorship displays shall be allowed 		We have no plans for advertisements or commercial signs.	No issue
	No amplified sound is proposed	Amplified sound <ul style="list-style-type: none"> • No amplified sound shall be allowed 	This item was not included in the ballot measure	We have no plans for any permanent amplified sound system.	No issue

Attachment G
Draft Facility Agreement

LICENSE FACILITY AGREEMENT

(HOLBROOK-PALMER PARK LITTLE LEAGUE BASEBALL FIELD)

THIS **LICENSE FACILITY AGREEMENT** (~~the~~ “**Agreement**”) is entered into as of the ___ day of ___, ___ by and between the Town of Atherton, a California municipal corporation (“**Atherton**”), and the Menlo-Atherton Little League, Inc., a 501(c)(3) tax exempt organization (“**Little League**”).

RECITALS

WHEREAS, ~~subject to the terms set forth in this Agreement since at least 2000~~, Atherton has ~~agreed to grant~~ed a ~~facility agreement license~~ to Little League to permit Little League to construct, operate and use a little league baseball field and ancillary improvements on a portion of the public park commonly known as Holbrook-Palmer Park located in Atherton, California (“**Holbrook-Palmer Park**”); ~~and~~

~~WHEREAS, pursuant to a successful ballot proposal in 2012, Little League is permitted to, but not limited to, construct certain improvements in Holbrook-Palmer Park including permanent covered spectator seating, an improved playing field, new restroom facilities, integrated storage space, a perimeter and field fence, a lighted scoreboard, covered dugouts, permanent foul poles, and new restrooms; and~~

WHEREAS, the intent of the parties is that the proposed project will become a permanent part of Holbrook-Palmer Park and will be used and enjoyed by Little League’s players, participants, coaches, spectators and others for many years; and

WHEREAS, in consideration for the ~~license Agreement~~ granted herein, Little League has agreed to construct certain improvements at Holbrook-Palmer Park and ~~reimburse Atherton provide~~ for certain maintenance costs incurred as a result of the proposed project.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

SCOPE OF USE GRANT OF LICENSES

~~1. License to Use of Project Area.~~
~~4.~~

Atherton hereby grants to Little League, its players, participants, coaches, spectators and invitees a ~~license permission~~ to operate, use and enjoy the portion of Holbrook-Palmer Park on which the baseball field and ancillary improvements to be constructed by Little League as

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approved by Atherton are located (the “**Project Area**”) for the purpose of conducting Little League baseball games, practices and related events, subject to the terms and conditions set forth in this Agreement. The foregoing described license Agreement shall be irrevocable during the prescribed term unless this Agreement has been terminated pursuant to the terms of Article VII hereof. The “**Project Area**” is as delineated on the map attached hereto, as Exhibit “A” and incorporated herein for all purposes. Atherton will not grant a license or permit or give permission to any other person or group to use the Project Area for organized events during the Season (as defined below). Further, Atherton hereby grants to Little League and its agents an exclusive license to use of the storage area ~~areashed~~ constructed as part of the Physical Improvements (as defined below) on a year-round basis, which storage area shall provide space for Atherton Dames use as approved by Town.

2. License Permission to Construct Physical Improvements.

Atherton hereby grants to Little League, its contractors and agents a license approval to construct and install any and all of the grading, landscaping and physical improvements shown on the plan approved by Atherton attached hereto as Exhibit “B” and incorporated herein by this reference (collectively, the “**Physical Improvements**”) at, on and under Holbrook-Palmer Park in the Project Area. The foregoing described license shall be irrevocable unless this Agreement has been terminated pursuant to the terms of Article VII hereof. Upon completion of such construction and acceptance by Town, the Physical Improvements will be owned by transferred to and owned by Atherton.

3. Little League Use During Season.

Little League will have the exclusive right to use the Project Area during the months period of late the last two weeks of February and, the months of March, April, May and June (the “**Season**”) of each year during the term of this Agreement. Little League’s use of the Project Area during the Season shall be limited to the following schedule:

Monday through Friday: Little League may commence practices or baseball games on weekdays during the Season no earlier than 3:30 p.m. All practices must be concluded by 7:00 p.m. or sunset, whichever comes first. Little League will not start an inning of a game after 7:00 p.m. or sunset.

Saturday: Little League may play two baseball games on Saturdays during the Season. The first baseball game will be scheduled to commence no earlier than 9:00 a.m. and must be concluded by 11:30 a.m. The second baseball game will be scheduled to commence no earlier than 1:00 p.m. and must be concluded by 4:30 p.m. On any Saturday during the Season, the Project Area baseball field may also be used for practices during the same time periods allowed for games.

Sunday: No baseball games or practices may be scheduled or held on Sundays.

4. Contribution for Restroom Facilities.

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~~Within thirty (30) days of the date of this Agreement, As part of the Physical Improvements, Little League will make a one-time payment of FIVE HUNDRED DOLLARS (\$500.00) to Atherton as a contribution toward the cost of maintenance of the~~ agrees to construct and provide suitable and approved restroom facilities ~~located at Holbrook-Palmer Park which will to be~~ available for use by Little League, its players, participants, coaches, spectators and invitees, as well as the general public at all times Holbrook-Palmer Park is open, during the time periods referenced in Article I, Section 3. ~~All additional m~~ Maintenance and operating costs of restroom facilities ~~within Holbrook-Palmer Park~~ shall be undertaken and borne by Atherton.

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5.— Contribution for Maintenance:

~~Within thirty (30) days of the date of this Agreement; Little League will deliver the sum of TWO THOUSAND DOLLARS (\$2,000) (the "Security Deposit") to Atherton to be held by Atherton as a Security Deposit to secure Little League's maintenance contribution obligations pursuant to the terms of Article V of this Agreement (the "Contribution Obligations"). In the event that Little League is in default under its Contribution Obligations and such default continues for a period of more than thirty (30) days after Atherton has delivered written notice of such default to Little League, Atherton may use all or portion of the Security Deposit to satisfy such Contribution Obligations. In the event that the Security Deposit is diminished below \$1,000 due to use thereof by Atherton pursuant to this Section, Little League, upon receipt of a written request from Atherton, will promptly restore the amount of the Security Deposit to TWO THOUSAND DOLLARS (\$2,000.00). The Security Deposit account will earn interest similar to other deposit trust accounts held and administered by Atherton, which will be added to the Security Deposit. The rate of interest will be determined by Atherton's Director of Finance in a manner consistent with other funds invested by Atherton. Little League assumes that Atherton may use the total return of the Local Area Investment Fund (LAIF) and the San Mateo County Pool Fund to determine the foregoing rate of interest. Any portion of the Security Deposit remaining upon termination of this Agreement shall be promptly refunded to Little League.~~

5. Outfield Fencing.

6.

Little League may install permanent outfield-perimeter fencing of the field along the first and third base sides of the field, and including removable outfield fencing on-around the Project Area ~~outfield area, each Monday afternoon during the Season~~ and will remove any such outfield fencing each Saturday during the Season after conclusion of the second game or practices. The outfield fencing will be removed by Little League at the end of each Season. The outfield fencing shall be the property of Little League and may be stored in the integrated storage area of the seating area when not in use.

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6. Foul Poles.

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Little League may install permanent foul poles of a suitable and approved height in the right and left field corners.

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6. First and Third Base Fencing, Backstop Fencing and Players Seating Area Fencing Dugouts and Backstop.

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Little League may install fencing covered dugouts in approved areas adjacent to ~~on~~ the first and third baselines of the Project Area-baseball field, and an appropriate backstop including a hood constructed of suitable screen material to prevent foul ball interaction with spectators and tennis court users as approved by Atherton and players seating area fencing (the "Field Improvements") at the start of each Season during the term of this Agreement provided that ~~the Field Improvements shall be removed by Little League at the end of each Season. Atherton will provide storage space in the corporation yard at Holbrook-Palmer Park or at the Public Works Corporation Yard on Dinkelspiel Lane for the Field Improvements at no cost to Little League. The Field Improvements shall be the property of Little League.~~

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ARTICLE II.

PERMITS APPROVED

Atherton hereby acknowledges that Little League has applied for and Atherton has issued or granted all required land use permits and other approvals required to build and operate the Physical Improvements other than the required building and/or grading permits which shall be secured and paid for by Little League prior to commencement of construction of improvements. Atherton hereby further acknowledges that ~~it has approved a Mitigated Negative Declaration pursuant to the project complies with~~ the California Environmental Quality Act (hereinafter "**CEQA**") ~~in connection with regarding~~ the project improvements contemplated herein ~~and the Physical Improvements and that all CEQA requirements related thereto have previously been satisfied by Little League.~~ Little League agrees to reimburse Town for costs of staff time including planning, design review, inspection, legal, and administrative costs associated with review of the design and construction improvements.

ARTICLE III.

CONSTRUCTION

1. Costs.

~~4.~~

All costs to construct the Physical Improvements, including, but not limited to the Little League baseball field, storage ~~shed area~~, and landscaping, each as designated on the plan attached hereto as Exhibit "B", will be paid by Little League. Atherton will not be required to contribute any funds for the construction of the Physical Improvements.

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2. Contractor.

~~2.~~

Atherton shall select ~~a~~ approve any contractor selected by Little League for the construction of the Physical Improvements. Town shall have 15 days to approve or deny for cause any such contractor, pursuant to the public bidding law, Public Contracts Code Section 20160 as presently existing or hereafter amended. Little League will provide plans and specifications for such Physical Improvements for use review and approval by Town, and Town shall have 30 days to either approve, deny, or recommend modifications to Little League after all information requested by Town for this purpose is satisfied. ~~Atherton in its selection of the contractor. Failure to act within that time shall be deemed as approval. Following award of bid and selection of contractor, Atherton shall deliver notice to Little League which shall deposit within ten (10) business days after such written notice has been sent by Atherton to Little League, funds in the full amount of the approved bid. Upon receipt of these funds, Atherton shall give notice to proceed to the contractor. The contractor making the improvements shall possess a valid Town business license during any period of construction, and shall comply with all Town Municipal Codes, ordinances, resolutions and regulations relating to and governing construction within the Town limits.~~

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ARTICLE IV.

OWNERSHIP

1. Physical Improvements.

~~4.~~

Upon completion of construction, Little League will donate all improvements to Atherton, and upon acceptance, Atherton will own the Physical Improvements.

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2. Field Improvements and Little League Equipment.

~~2.~~

Little League or its participants will own, operate and maintain all of the Field Improvements and the equipment, bases and other items used by Little League or its participants in connection with practice sessions and baseball games at Holbrook-Palmer Park.

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ARTICLE V.

MAINTENANCE OF PHYSICAL IMPROVEMENTS

1. Maintenance Obligations

~~4.~~

Little League agrees that upon ~~presentation of evidence of costs incurred by Atherton, Little League will reimburse Atherton for the costs incurred~~ acceptance of the improvements by Atherton ~~in connection with~~ Little League will assume and pay for all of the maintenance obligations described on Exhibit "C" attached hereto and incorporated herein for all purposes.

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which maintenance obligations shall be performed by ~~Atherton town staff~~ Little League, or by agreement and payment of costs by the Town, or by a private contractor acceptable to both Atherton and Little League, ~~to the extent that such costs are in excess of the normal and routine costs which would have been incurred by Atherton prior to the construction of the Physical Improvements related to maintenance of the Project Area.~~ The level of maintenance shall be in a manner and to a level suitable to Atherton in at least the same level as has been maintained by Atherton under the previous Agreement.

2. Third Party Damages

~~2.~~

In the event that a third-party damages the Physical Improvements (excepting normal and reasonable wear and tear), Atherton will use its best efforts to identify the person or persons responsible for such damage and seek payment from them of monetary damages in an amount sufficient so that Little League may restore or replace the damaged Physical Improvements. In the event that any portion of the Physical Improvements is damaged or destroyed by an act of nature or unidentifiable third-party, Little League ~~may will,~~ at Little League's ~~option and~~ cost, repair or replace such Physical Improvements; provided that in the event such Physical Improvements were covered by insurance carried by Atherton, Atherton will contribute any proceeds from such insurance to the cost of such repair or replacement.

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ARTICLE VI.

INSURANCE

Little League shall maintain public liability insurance covering Little League's use of the Project Area in an amount equal to not less than ONE MILLION DOLLARS (\$1,000,000) with an endorsement showing Atherton as an additional insured.

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Each party understands, however, and agrees that the insurance coverage provided by Little League will provide coverage only for Little League authorized activities and events, and will not provide coverage for third-parties or third-party events. Use of the Project Area by third-parties or for non-Little League events shall not be covered by Little League's insurance policy nor shall Atherton make a claim for coverage arising from such third-party usage against the Little League policy.

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ARTICLE VII.

TERM

This term of this Agreement shall ~~remain in force be~~ for a period of ten (10) years from the date ~~hereof~~ the project improvements are dedicated to and accepted by Atherton, unless sooner terminated for cause pursuant to Article VIII hereof or extended as provided below.

Unless Little League provides written notice to Atherton on or before the expiration of the then current term of this Agreement of its intent to terminate this Agreement, the term of this Agreement will be automatically terminated. The term of this Agreement may be extended, if desired, upon mutual agreement of the parties.

ARTICLE VIII.

ANNUAL REVIEW

The City Manager of Atherton and the President of Little League will jointly conduct an annual review of use and operation of the Project Area to ensure that Little League has used the Project Area in accordance with the ~~CEQA mitigation~~ measures adopted for the project and in accordance with the terms and provisions of this Agreement (the “**Annual Review**”). Prior to this meeting, the City Manager will ~~meet~~ seek input from ~~with both~~ the City Council and the Parks & Recreation Commission ~~to receive input on~~ regarding Little League’s compliance with this Agreement and ~~the CEQA mitigation measures~~ other provisions. ~~Unless otherwise determined by the mutual agreement of the City Manager of Atherton and President of Little League, the Annual Review shall be held at 7:30p.m. on the third Tuesday of each July during the term of this Agreement at the offices of Atherton.~~ If any material breach of the ~~adopted CEQA mitigation measures or of Little League’s obligations pursuant to this~~ Agreement is identified in writing by Atherton to Little League as a result of the Annual Review or any other time when some potential breach of the Agreement is identified by Atherton, Little League will be given forty-five (45) days to cure the identified breach (or such longer period of time as is reasonable under the circumstances if the breach is not capable of being cured in such 45-day period and Little League is working diligently to cure such breach). In the event that Little League is unable or unwilling to cure or remedy such breach to the satisfaction of Atherton, then the parties may submit the issues to binding arbitration in accordance with applicable laws, the resolution of which could include the termination of this Agreement.

ARTICLE IX.

HOLD HARMLESS

During the term of this Agreement, Little League shall indemnify, defend, and hold harmless Atherton from and against any and all damages, losses, liabilities, actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, settlements, costs and other expenses (including, without limitation, reasonable attorney’s fees and expenses, and costs of investigation incurred in defending against or settling any of the foregoing and any amounts paid in settlement thereof) incurred or resulting from Little League’s activities on the Project Area (“Claims”) excluding, however, any such Claims arising from the gross negligence, fraud or willful misconduct of Atherton.

ARTICLE X.

NOTICES

All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail (postage pre-paid) or sent by facsimile transmission or email (followed by next day overnight delivery service), or by next day overnight delivery service. Any such notice or demand shall be addressed to the parties as listed below. Service of any such notice or demand shall be deemed complete upon receipt in the event of personal service, on the third business day after deposit in the U.S. mail if sent via registered or certified mail, upon transmission with a receipt in the event sent via facsimile transmission or email, and on the next business day if sent via an overnight delivery service, if sent to each party at the address set forth below with the required proper postage:

To Atherton: Town of Atherton
 91 Ashfield
 Atherton, CA 94027
 Attn: City Manager
 Facsimile: (650) 614-1212
 Email:

To Little League: Menlo-Atherton Little League, Inc.
 c/o President
 P.O. Box 602
 Menlo Park, CA 94026
 Facsimile:
 Email:

with a copy to: Menlo-Atherton Little League, Inc.
 c/o ~~Steven J. Schultz, President~~
 ~~545 Middlefield Rd., Suite 160~~
 ~~Menlo Park, CA 94025~~
 Facsimile: ~~(650) 462-0998~~
 Email:

Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth above.

ARTICLE XI.

MISCELLANEOUS

1. Assignment/Successors and Assigns.

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This Agreement shall not be assigned or transferred by any party hereto by operation of law or otherwise without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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2. Entire Agreement.

~~2.~~

This Agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the matters contained herein and this Agreement contains all of the covenants and agreements between the parties hereto with respect to such matters.

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3. Modification and Waiver.

~~3.~~

No supplement, modification or waiver of this Agreement or any provisions hereof shall be binding unless executed in writing by each of the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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4. Legal Construction/Severability.

~~4.~~

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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5. Attorney's Fees.

~~5.~~

In the event of any controversy, claim, dispute, arbitration or litigation between the parties hereto (whether sounding in contract, tort or both) to enforce or interpret any of the provisions of this Agreement or any right of any party hereto, the non-prevailing party to such action agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by the prevailing party, including, without limitation, fees incurred during a hearing of any action, claim or dispute and any fees incurred regarding any petition to confirm, correct, modify or vacate any award, as a result of any appeal from a judgment entered in connection with such litigation, or to enforce said judgment. To so recover, it shall not be necessary that the prevailing party prevail in each and every one of its claims. Rather, the amount of the award of attorney's fees shall, in the court's discretion, reflect the degree to which the prevailing party or parties have prevailed in some of their claims.

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6. Limitation on Recourse.

~~6.~~

The obligations of Little League set forth in this Agreement are those of Menlo-Atherton Little League, Inc. only and under no circumstances shall Atherton have any recourse for satisfaction of such obligations from any officer, director, board member, commissioner or other

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representative of Little League, or any participant, player, coach, parent or affiliated entity that is related to Little League.

7. Authority.

~~7.~~

Each party to this Agreement hereby represents to the other that it has the appropriate authority to enter into and perform this Agreement and that no consents which have not previously been obtained are required for such party to enter into this Agreement.

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8. Applicable Laws

~~8.~~

This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws pertaining to choice or conflict of laws, of the State of California, and is entered into in Atherton, California.

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9. Counterparts

~~9.~~

This Agreement may be executed in several counterparts each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

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ATHERTON:

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TOWN OF ATHERTON, a California
municipal corporation

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By: _____
Name: ~~Nan Chapman~~ Elizabeth Lewis
Title: Mayor

Dated: _____

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Attest:

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Name: ~~Ralph Freedman~~ Theresa DellaSanta
Title: City Clerk-Manager

LITTLE LEAGUE:

MENLO-ATHERTON LITTLE LEAGUE, INC.,
a 501(c)(3) tax exempt organization

By: _____
Name: ~~Steven J. Schultz~~
Title: President

Dated: _____

~~Attest:~~

~~Name: John Foster~~
~~Title: Menlo-Atherton Little League~~
~~Board Member~~

EXHIBIT B

Scope of Project Improvements

The following provides a description of improvements approved for construction by Menlo-Atherton Little League. Specific construction plans and design details will be reviewed and approved by the Town of Atherton prior to construction. M-ALL will renovate and improve the existing baseball field at Holbrook Palmer Park including:

- ❖ New covered spectator seating area
- ❖ New back stop and dugouts
- ❖ New perimeter fencing along both baselines extending to permanent foul poles
- ❖ New electronic scoreboard
- ❖ Grading, drainage, and irrigation improvements to existing turf and infield areas
- ❖ Modification to existing paths and walkways
- ❖ New restroom facilities and storage areas incorporated into the spectator seating area structure
- ❖ Removal and replacement of trees per the requirements and under the direction of the Town of Atherton
- ❖ New trash and recycle receptacles as required by the Town of Atherton
- ❖ M-ALL shall be responsible for the maintenance, repair, and replacement of the baseball facility improvements including the seating area, restroom, storage space, dugouts, fences, and playing field
- ❖ Construction and expansion of utilities (sanitary sewer, water, storm drain, electrical) to facilitate construction and use of facilities
- ❖ Security lighting required by the Town of Atherton