



Item No. 20 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: SEPTEMBER 18, 2013

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

RECOMMENDATION:

1. Review and comment on the Draft Facility Agreement between the Town of Atherton and Menlo-Atherton Little League (M-ALL) which addresses conditions and constraints regarding the construction, use, and responsibilities for improvements to the Little League facility and surrounding areas at Holbrook Palmer Park.
2. Direct the City Attorney to prepare a Final Facility Agreement based upon direction provided by City Council.
3. Authorize the City Manager to execute the Final Facility Agreement between the Town of Atherton and M-ALL.

BACKGROUND

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:

“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% in favor and 24.9% opposed. Attachment A includes information provided to voters including the ballot language, arguments against and in favor of Measure M, rebuttals to the support and opposition to Measure M, and the Impartial Analysis prepared by the Atherton City Attorney. It should be noted that the rebuttals to the opposition and support of Measure M were not included in the September 4, 2012 Staff Report but is included with the Attachment A materials.

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As presented in the September 4th staff report, staff believes passage of Measure M established parameters and 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 fouls poles along both baselines
- Permanent electronic scoreboard
- Re-surfacing of the existing field
- Removable outfield fencing
- New restroom facilities

DISCUSSION

At the September 4th meeting, City Council reviewed and provided direction regarding the scope of improvements to the little league field and surrounding areas at Holbrook Palmer Park. The primary discussion focused on specific improvements proposed by M-ALL, recommendations by Planning Commission, and staff interpretation of Measure M ballot results as outlined in September 4th Staff Report Attachment F, Review of Planning Commission Recommendations. This information is provided in Attachment B of this report.

After review, City Council provided the following direction:

- **Item 1: Seating Structure** - Staff meet with Little League to determine flexibility of overall length of seating structure.
- **Item 2: Dugouts** - City Council approved permanent covered dugouts.
- **Item 3: Permanent Foul Line Fencing** - City Council and M-ALL agreed that permanent foul line fencing will extend from the backstop/seating structure to just beyond the bullpen area. A removable fence will be provided from the end of the permanent fence to the foul poles.
- **Item 5: Permanent Foul Poles** - M-ALL to take an exhaustive look at potential options and feasibility to utilize removable foul poles.
- **Item 6: Permanent Electronic Scoreboard** - M-ALL agreed to placement of scoreboard in right field. M-ALL to take an exhaustive look at potential options and feasibility to utilize a removable electronic scoreboard.
- **Item 7: Maintenance of Facilities** - Staff to review how Menlo Park Burgess maintains their little league field.

September 9th Meeting With M-ALL

On Monday, September 9th, 2013 staff met with M-ALL representatives to discuss and finalize the scope of project improvements as directed by City Council. Based upon our discussions, the position of M-ALL is as follows:

Seating Structure: M-ALL cannot support reduction of the seating area size. This position is based upon their belief that reducing the size of the seating area would negatively impact spectator comfort and also result in the loss of necessary storage space.

Foul Poles: As requested by the City Council, M-ALL performed additional research on the availability and feasibility of removable foul poles. The identified product is a one piece pole 20 feet in length. The portion above ground will be 15 feet in height.

M-ALL is willing to support the use of removable foul poles if requested by the City Council. Staff will work through the details of design, embedment and anchoring details, and storage requirements during the plan review and final design process.

Electronic Scoreboard: As requested by the City Council, M-ALL performed additional research on the availability and feasibility of a removable scoreboard. M-ALL cannot support the use of a removable electronic scoreboard since they were not able to identify a product which meets the quality and visibility standards desired by the little league.

M-ALL proposes to locate the scoreboard along the left field line at the end of the permanent fencing just beyond the bullpen area.

Maintenance of Facilities: Per City Council discussion and direction to review the maintenance relationship between M-ALL and the City of Menlo Park at Burgess Field, Town staff recommends the following:

- The Town of Atherton will have primary maintenance responsibilities for the ball field and facilities. These responsibilities will include:
 - Weekly mowing and edging of the turf areas
 - Repair and replacement of sprinkler/irrigation system
 - Collection and removal of waste from trash receptacles
 - Removal and installation of foul poles at the beginning and end of each season
 - Removal and installation of all non-permanent fencing
 - Maintain new permanent seating areas, including removal of debris left behind after games
 - Graffiti abatement
 - Necessary repair and replacement of new facilities
- M-ALL will be allowed to supplement services provided by the Town including:
 - Importing and placement of infield materials to enhance the playing surface, pitching mound, and batter's box areas
 - Enhancing field appurtenances including, but not limited to base pegs, pitching mound, home plate, etc.
 - Supplemental mowing
 - Supplemental care of playing areas and surfaces
 - Marking of baselines and foul lines using paint on turf areas and chalk on base paths and batter's box

M-ALL FACILITY AGREEMENT

A draft Facility Agreement identifying conditions, constraints, and responsibilities relating to the construction of proposed improvements; responsibilities relating to ongoing maintenance, repair, and replacement of improvements; and length of term is included in Attachment C.

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

Construction of New Ball Field Improvements

- 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
 - New permanent perimeter fencing extending along both base lines from the backstop/seating structure to just beyond the bullpen areas
 - Removable perimeter fencing from the bullpen areas to the removable 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.

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- 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.

Maintenance, Repair, and Replacement of new Facilities

- M-ALL shall be responsible for the repair and replacement of the baseball facility improvements including the seating area, restroom, storage space, dugouts, playing field, foul poles, electronic scoreboard, and fences (permanent and removable).
- The Town of Atherton will have primary maintenance responsibilities for the ball field and facilities.
- M-ALL will be allowed to supplement Town maintenance activities to enhance the playing conditions similar to the maintenance relationship M-ALL has with the City of Menlo Park at Burgess Field.
- M-ALL will continue to pay the Town of Atherton an annual use fee for the term of the Lease Agreement. Use fees will be reviewed and determined by the Town annually and will be addressed in a separate Use Fee Agreement.

Additional Items

- The term of the Facility Agreement will include an initial 10 year term with two 5 year options for a total potential term of 20 years.
- 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 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.

FINANCIAL CONSIDERATIONS

Per the requirements of Measure M, costs associated with the construction of improvements proposed by M-ALL shall be paid using private funds only. A separate Use Fee Agreement will be prepared for Council review and approval to address appropriate annual fees to be paid by M-ALL to the Town which will address the annual exclusive use and additional maintenance and operations costs associated with the new ball field improvements.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Services Director

George Rodericks
City Manager

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ATTACHMENTS:

Attachment A – Measure M Ballot Information

Attachment B – Review of Planning Commission Recommendations

Attachment C – Draft Facility Agreement

Attachment A
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

Rebuttal of Opposition to Measure M

The statement in opposition to Measure M is inaccurate in material respects. The plan does not involve a “stadium.” Rather, it is to enhance the existing field and surrounding area to provide a safer and more pleasant experience for all park users. Nor is the field intended for “baseball only.” All open space will remain intact and there will be no impact on other users or activities.

The design, which is and will remain available for public viewing, is understated. The architecture is consistent and blends well with other park structures. The covered seating is not “massive.” While code dictates 18” per occupant, the design is not intended to accommodate 200 people. The anticipated use is for 100 people seated comfortably using 36”, which is just enough to accommodate family and friends of players at a typical game. There will be no increased traffic.

Contrary to the opposition’s statements: The outfield fence is removable. The Little League has committed to remove the fence at the end of every season and during the season as needed. There will be no advertising. There will be no lights for night games.

We encourage all voters to review the plans; they are not what the opposition wants you to believe. Atherton deserves an improvement of the dilapidated field at Holbrook Palmer Park. This is a wonderful gift with no cost to taxpayers. It may never be offered again.

Please vote YES on Measure M – for our children and families.

Signatures:

Bob Hellman, Atherton resident & former Board Member and Coach, M-A Little League

Bob Oyster, Atherton resident & member, Park & Recreation Commission

David Wright, Atherton resident & former Park & Recreation Commission Chairman

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

Argument in rebuttal to the yes on Measure M

A new baseball field for our Park is a good idea but the presented design is too large and will intrude on the park and its surroundings. Unfortunately, the Town Council's decision to require a vote on the design has now presented an "up or down" decision without room for negotiation. In light of what might happen at the park (moving the library), it is difficult to tell what the effect of both buildings would be to the overall appearance and function of the Park. Additional parking for the library patrons as well as the spectators who are supposed to fill the 200 seats at the baseball stadium would seemingly overwhelm available parking and would require further paving of meadow and grass areas.

It would seem prudent to determine whether or not the library is going into the park prior to deciding on whether to build a new ball field of the size and scope as presented in this design. A no vote on Measure M would allow us to build a baseball field that would better suit the surroundings – not something that might overwhelm the Park and its environment. We urge a NO vote on Measure M.

Frank Merrill, Atherton resident & member, Park & Recreation Commission
Rachel Croft, Atherton resident and member, Atherton Tree Committee



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 B
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	Foul Poles <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.	Scoreboard <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 C
Final 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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7.

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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 from the backstop/seating structure to just beyond the bullpen areas
- ❖ Removable outfield fencing and removable perimeter fencing from the bullpen areas to the foul poles
- ❖ Removable 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 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

EXHIBIT "C"

Maintenance Obligations

- A. Maintenance of the turf area within the project area to be performed by the Town as part of the annual usage fee as follows;
 - (i) The Town will mow and edge the turf weekly during the exclusive use period.
 - (ii) The Town will maintain and repair the turf sprinkler/irrigation system including oversight of the programming of the sprinkler timers.
- B. The Town will empty trash cans as needed during the season.
- C. The Town will provide set up of all removable fencing and foul poles at the beginning of the exclusive use period (February 15) and remove removable fencing and foul poles at the end of the exclusive use period (July 1). It is understood that due to need, the Town may remove any of the fencing or poles during the exclusive use period that does not interfere with the leagues games or practices (by mutual consent).
- D. During the period of exclusive use by M-ALL, the league will be allowed to perform the following supplemental duties as needed and upon agreement by the Park Superintendent;
 - a. Importing of infield mix and its incorporation into the existing material to provide the optimum playing surface for their needs. This includes addition of materials to the pitching mound area and batter's box as required;
 - b. Upgrading of field appurtenances as necessary (base pegs, pitching mound, home plate);
 - c. Supplemental mowing;
 - d. Supplemental care of permanent field equipment, playing areas and surfaces.
 - e. Marking of base lines and foul lines using paint on turf areas and chalk on base paths and batter's box.
- E. The following extra work may need to be performed following the addition of the improvements and M-ALL and may cause a price fluctuation in the annual user fee for the field;
 - a. Grandstand maintenance – regularly scheduled cleaning of the grandstands to remove debris left behind at games (cups, shells, gum, spill clean-up, etc).
 - b. Graffiti abatement- should the new structure or restrooms become a target for vandals.
 - c. Associated cost of repairs for any damage to the grandstand associated landscaping or field appurtenances caused during an M-ALL function.

From: Arthur Ringham <a.ringham@sbcglobal.net>
To: Elizabeth Lewis <elewis@ci.atherton.ca.us>;
"grodericks@ci.atherton.ca.gov" grodericks@ci.atherton.ca.us
Sent: Wednesday, September 11, 2013 3:58 PM
Subject: Little League Plan

Dear Mayor Lewis and City Manager Rodericks,

From the drawing in the Almanac, the little league plan looks like an eyesore and a permanent blight on the park,

It should be downsized and temporary. Completely removable for the off season.

I support Little League and my boys were in it. They played on a bare bones, but adequate, Encinal school playground.

We watched with umbrellas if it drizzled. If it rained they didn't play. If it was sunny we survived.

This proposal is toooo much. If approved it could lead to more and grander proposals in the future.

Is there a Little League facility like this in a public park anywhere else on the Peninsula? In the world?

Has anyone checked? If so get pictures.

Respectfully,

Jack Ringham