

APPENDIX C

CITY BACKGROUND DOCUMENTS

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 14th day of September 2010, by and between the CITY OF SAN CARLOS ("City"), a municipal corporation, and SAVE SAN CARLOS PARKS ("SSCP"), an unincorporated association. The above entities are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties.

A. On April 13, 2009, the San Carlos City Council ("City Council") adopted a mitigated negative declaration ("MND") and approved a design services agreement for a proposal to convert the lower athletic field of Highlands Park from natural grass to synthetic turf ("Project" or "Project Field").

B. On May 13, 2009, SSCP filed a Petition for Writ of Mandate and Complaint for Injunctive Relief ("Petition") challenging the City's adoption of the MND for the Project under the California Environmental Quality Act ("CEQA") in a case entitled *Save San Carlos Parks v. City of San Carlos et al*, San Mateo Superior Court Case No. 484065 (the "Litigation").

C. The Court conducted a hearing/trial regarding the Litigation on February 25, 2010.

D. On August 17, 2010, the Court issued a tentative ruling granting the Petition in part and denying the Petition in part.

E. The Parties subsequently met and conferred in an effort to settle the Litigation.

F. In order to avoid further litigation and attorneys' fees and costs connected with the Litigation, and without admitting any liability, fact, claim or related matter by either Party, the Parties desire to compromise and settle all present and possible future differences, disputes, claims, debts, assertions, or obligations arising out of the matters described in this Agreement.

G. In order to effectuate such settlement, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and in consideration of the mutual covenants and promises of the Parties herein contained, the Parties hereby agree as follows:

AGREEMENT

1. Field Improvements. In connection with the Project Field, the City shall:

- a. Use an organic infill material; and
- b. Include the repair or replacement of the Project Field as an item in the City's Capital Improvement Plan.

2. Traffic & Parking Improvements. In connection with the Project, the City shall undertake the following traffic and parking improvement measures:

- a. Restricted Parking on East Side of Aberdeen. A sign or signs shall be installed prohibiting parking on the east side of Aberdeen Drive from Glasgow Lane north to the cul de sac on Aberdeen Drive on Saturdays and Sundays from 8:00 a.m. to 6:00 p.m. In addition, the northeast and southeast corners of Aberdeen Drive and Glasgow Lane extending approximately to the driveways of the houses located on Aberdeen Drive at these corners shall be painted red to prohibit parking in these areas. Similarly, the southeast corner of Aberdeen Drive and Dundee Lane shall be painted red to prohibit parking in this area.

- b. Signs Notifying Drivers of Off-Street Parking Lots. A sign shall be placed at the entrance to the lower parking lot adjacent to the tennis courts ("Lot A") reading: "PARKING LOT A/PLEASE RESPECT OUR NEIGHBORS/PARK IN LOTS." A sign shall be placed at the entrance to the upper parking lot ("Lot B") reading: "PARKING LOT B/PLEASE RESPECT OUR NEIGHBORS/PARK IN LOTS." A sign shall also be placed at the exit of Lot B reading "ADDITIONAL PARKING" with a directional arrow pointing to Lot A.

- c. Speed Humps on Aberdeen Drive. The City shall install two (2) speed humps on Aberdeen Drive. At least one of the speed humps shall be installed past the driveway leading to Lot B. Although, pursuant to City Council policy, installation of a speed hump would normally require written approval by the homeowners and residents on both sides of the street where the hump is to be installed, since the City is the proponent of the proposal to install the speed humps, the Parties acknowledge and agree that no such written approval is required in this instance.

- d. Stop Sign on Glasgow Lane. A stop sign shall be placed on Glasgow Lane at Aberdeen Drive requiring traffic going westbound on Glasgow Lane to stop at Aberdeen Drive.

- e. Passenger Loading Zone. The City shall install a passenger loading zone at the existing opening to the Project Field near the middle of Lot A for short-term drop-off and pick-up of Project Field users. The zone shall be designed to accommodate at least four (4) standard-sized vehicles. The passenger loading zone shall be marked with appropriate paint, striping and/or signage indicating that the passenger loading zone is for three (3) minute passenger pick-up/drop-off parking only. City shall install a sign or signs on Aberdeen Drive informing drivers of the passenger loading zone in Lot A. Any such signage may be combined with the signage required by Section 1.b.

- f. Designated Carpool Spaces. Four (4) designated carpool spaces shall

be provided in Lot A in a preferred area in close proximity to the Project Field. A carpool is defined as two (2) or more players.

g. Prohibit Parking on Lot B Driveway. City shall paint the curbs on both sides of the driveway leading to Lot B red and/or install a sign or signs indicating that parking is prohibited on the driveway leading to Lot B. A stop sign shall be placed at the end of the Lot B driveway at Aberdeen Drive.

h. Encourage Parking at Lot A. An additional opening to the Project Field will be installed near Aberdeen Drive so that users may access the Project Field from Lot A. Also, City shall relocate containers with field equipment so as to be closer to Lot A than Lot B.

i. Provision of Parking Information to Field Users. The City shall prepare a plan depicting the off-street parking areas: Lot A for the tennis courts and Project Field users and Lot B for Stadium Park users. The plan shall depict the passenger loading zone and designated carpool spaces at Lot A. The plan shall encourage drivers to carpool and for Project Field users to park in Lot A. The City shall amend the field use agreements for the Project Field to: (1) request all coaches and Project Field users to park in Lot A, (2) require teams to disburse the plan to all Project Field users prior to the commencement of each sports season, and (3) require coaches to encourage players to carpool and to encourage families to refrain from bringing multiple cars to a game.

3. Practice Schedule. City shall amend its field use agreements to specify that: (a) no more than four (4) athletic teams may practice on the Project Field at one time, (b) no more than two (2) practices will be scheduled to start and stop at the same time and (c) a time period of at least 15 minutes shall be scheduled between the start of two (2) practices and the start of the other two (2) practices. An example for illustrative purposes only depicting how this provision could be implemented is provided in the table below.

Field Quadrant	Start	End	Start	End	Start	End
1	3:30 p.m.	5:00 p.m.	5:00 p.m.	6:30 p.m.	6:30 p.m.	8:00 p.m.
2	3:30 p.m.	5:00 p.m.	5:00 p.m.	6:30 p.m.	6:30 p.m.	8:00 p.m.
3	4:45 p.m.	6:15 p.m.	6:15 p.m.	7:45 p.m.		
4	4:45 p.m.	6:15 p.m.	6:15 p.m.	7:45 p.m.		

4. Game Schedule. City shall amend its field use agreements to specify that no games shall begin prior to 8:00 a.m. and to require coaches to notify their players to arrive no earlier than 15 minutes prior to their scheduled game if their game begins at 8:00 a.m., or no earlier than 45 minutes prior to their scheduled game if their game begins after 9:00 a.m. No whistles shall be used on the Project Field before 8:00 a.m.

5. Limitations on Use of the Project Field. The City shall amend its field use agreements to specify that: (a) except for special events approved by the City's Parks & Recreation Director, use of the Project Field shall be reserved for use by organized sports clubs and leagues based in the City, (b) all games or practices on the Project Field must end by 10:00

p.m., which is the closing time of Highlands Park, and (c) the City's Parks and Recreation Director shall continue the City's current policy of not renting the Project Field on an on-going basis to teams from outside the City. In addition, City shall create an on-line calendar that describes permitted usage of the Project Field and ensure that usage of the Project Field by organized sports clubs and leagues is restricted to 3,000 hours per year. The on-line calendar will enable San Carlos residents to know when the Project Field is in use and by what teams. Except for the lines delineating the baseball/softball fields, no permanent lines or markings shall be installed on the Project Field.

6. Attorneys' Fees and Costs. Within thirty (30) days from complete execution of this Agreement, City shall send a check in the amount of Eighty Four Thousand Six Hundred Twelve Dollars and Twenty-Three Cents (\$84,612.23) to Kenyon Yeates LLP, counsel for SSCP, for SSCP's attorneys' fees and costs. Except as otherwise specified in this Agreement, each Party shall bear its own attorneys' fees and costs associated with the Litigation and the negotiation and execution of this Agreement. Should either Party institute an action or proceeding pursuant to Section 7 to enforce or interpret any term or provision of the Agreement, or for any damage by reason of any alleged breach of any term or provision of this Agreement, or for a declaration of any right or obligation hereunder, or to satisfy any term or provision hereof, the prevailing Party shall be entitled to reimbursement by the non-prevailing Party of all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

7. Stipulated Judgment and Court's Retention of Jurisdiction. Immediately upon complete execution of the Agreement, the Parties shall jointly lodge this Agreement with the San Mateo County Superior Court with a request that it be entered as a stipulated judgment of the Court in the Litigation. The form of the stipulated judgment is attached hereto as **Exhibit A**. The Parties hereby expressly waive any right to appeal the stipulated judgment. The Court shall retain jurisdiction over the Parties to enforce this Agreement pursuant to Code of Civil Procedure Section 664.6, unless and until the Parties notify the Court in writing that the terms of this Agreement have been performed in full. So long as the Court retains jurisdiction over the Parties pursuant to this Section 7, any Party shall have the right, by duly noticed and served motion, to request that the Court interpret and enforce the provisions of this Agreement. At the hearing on any such motion, the Parties appearing before the Court shall have the right to introduce evidence, including documents and testimony, and legal and factual arguments in support of or opposition to such motion. The Parties acknowledge that the remedies specified in this Section 7 constitute the sole and exclusive remedies, at law or in equity, available to the Parties to enforce this Agreement, and the Parties, having been duly informed of the import of this provision by their respective counsel, hereby waive all other rights and remedies available at law or in equity.

8. Releases.

a City, on behalf of itself and its present and former commissions, departments, council members, commissioners, officers, directors, representatives, managers, agents, members, partners, subsidiaries, affiliates, related parties, consultants, insurers, attorneys, accountants, employees, predecessors-in-interest, successors, and assigns, irrevocably and unconditionally releases, acquits and discharges SSCP, and its present and

former officers, directors, representatives, managers, consultants, investors, insurers, agents, members, partners, subsidiaries, affiliates, related parties, attorneys, accountants, employees, predecessors-in-interest, successors, and assigns from any and all claims, counterclaims, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, damages, agreements, costs, expenses (including, but not limited to, attorneys' fees), compensation or losses of any type, whether known or unknown, fixed or contingent, past or present, in law or in equity, regardless of basis, which has or may have arisen, or may hereafter be claimed to arise out of, or is related to, the matters, events and/or transactions pertaining to the Litigation, including, without limitation, any claims asserted or which could have been asserted in the Litigation.

b. SSCP, on behalf of itself and its present and former officers, directors, representatives, managers, consultants, investors, insurers, agents, members, partners, subsidiaries, affiliates, related parties, attorneys, accountants, employees, predecessors-in-interest, successors, and assigns irrevocably and unconditionally releases, acquits and discharges City and its present and former commissions, departments, council members, commissioners, officers, directors, representatives, managers, agents, members, partners, subsidiaries, affiliates, related parties, consultants, insurers, attorneys, accountants, employees, predecessors-in-interest, successors, and assigns from any and all claims, counterclaims, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, damages, agreements, costs, expenses (including, but not limited to, attorneys' fees), compensation or losses of any type, whether known or unknown, fixed or contingent, past or present, in law or in equity, regardless of basis, which has or may have arisen, or may hereafter be claimed to arise out of, or is related to, the matters, events and/or transactions pertaining to the Litigation, including without limitation, any claims asserted or which could have been asserted in the Litigation.

9. Waiver of Claims. The Parties are aware of and have been fully informed by their respective counsel of the provision and import of Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

To give full force and effect to the above general releases, and having been fully informed by their respective counsel of the import of this waiver, the Parties hereby expressly, knowingly, and voluntarily waive all the rights and benefits of Civil Code Section 1542, and other successor or amended statutes, and any other similar rights under comparable provisions of federal or other state law.

10. No Admission of Liability. Each Party understands and acknowledges that this is a compromise settlement of disputed claims, and that no provision hereof, or this Agreement itself, shall be deemed or construed as an admission of liability by any Party with regard to any fact or question of law, and any such liability is expressly denied.

11. Entire Agreement and Construction. This instrument contains the entire agreement between the Parties, and all previous understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter of this Agreement, are fully and completely extinguished and superseded by this Agreement. While the Agreement shall not be altered, amended, modified, or otherwise changed except by a writing duly signed by the Parties, the City retains jurisdiction to consider and approve a new and different project that could alter and supersede the Project as limited by this Agreement. Specifically, the City may take action to alter, amend, modify or otherwise change the traffic and operational restrictions contained in Section 2, Section 3, Section 4 or Section 5 of this Agreement to reflect the new or modified project at a noticed public hearing of the City Council, with notice provided to SSCP in accordance with Section 13, and after the completion of any environmental review under CEQA as may be necessary. All Recitals in this Agreement and all of the Exhibits attached hereto are hereby incorporated herein and made a part hereof by this reference. The provisions of this Agreement shall be constructed as a whole according to their common meaning, not strictly for or against any Party and consistent with the provisions herein contained, in order to achieve the objectives and purposes of this Agreement.

12. Knowledge of Parties and Advice of Counsel. Each Party has been advised by independent counsel concerning this Agreement, and each Party is freely and voluntarily entering into this Agreement. The Parties acknowledge that they have read this Agreement and that they are fully aware of the contents of this Agreement and of its legal effect.

13. Notices. All notices and other communications provided for under this Agreement shall be in writing and shall be sent via certified mail, return receipt requested, personal delivery, and/or overnight courier to the addresses listed below. Notice shall be deemed given on the date shown on the return receipt (for delivery or attempted delivery) if mailed, or delivery or attempted delivery receipt if sent by overnight courier, or on the date of personal delivery if so given. Notices shall be addressed as follows:

City:

Robert Weil
Public Works Director/City Engineer
600 Elm Street
San Carlos, CA 94070

With a Copy to:

Gregory Rubens
Aaronson, Dickerson, Cohn & Lanzone
939 Laurel Street, Suite D
San Carlos, CA 94070

SSCP:

Daniele Huerta
P.O. Box 6921
San Carlos, CA 94070

With a copy to:

Bill Yeates
Kenyon Yeates LLP
2001 N Street, Suite 100
Sacramento, CA 95811

Changes with respect to the recipient and/or address for notices provided pursuant to this Section 13 shall be given by notice pursuant to this Section 13 within ten (10) days before the change. Failure to provide such notice within the designated time frame shall not be considered a breach of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

15. Authorization. Each Party represents and warrants that the entities and persons executing this Agreement on behalf of such Party are duly authorized to execute this Agreement on behalf of such Party. Specifically, but without limitation, the Parties hereby represent and warrant that they comprise all of the parties necessary to effectuate a complete and total settlement of the subject matter of this Agreement.

16. Binding Effect on Successors and Assigns. This Agreement, and each of its provisions, shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

17. Governing Law. This Agreement is entered into pursuant to the laws of the State of California, and it shall be construed and interpreted in accordance therewith.

18. Good Faith Obligations. The Parties shall cooperate fully, reasonably, and in good faith in the implementation of this Agreement. Each Party shall in good faith take such further actions as may be reasonably necessary to carry out the provisions of this Agreement, including, without limitation, the execution and delivery of additional documents or instruments which do not materially alter the terms of this Agreement. Each Party recognizes that it is bound by all legally implied covenants relating to the implementation of contracts and settlement agreements, as well as all legally implied covenants of good faith and cooperation relating thereto.

19. Captions. The headings, titles, and captions contained in this Agreement are inserted only for the convenience of the Parties and are for reference only, and in no way define, limit, extend, or describe the scope of this Agreement, or any portion hereof.

20. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall be specifically enforceable, and shall not be affected thereby, and such illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN CARLOS

By: Mark Jain
Its: City Manager

APPROVED AS TO FORM:

By: [Signature]
Its: City Attorney

SAVE SAN CARLOS PARKS

By: _____
Its: _____

APPROVED AS TO FORM:

Kenyon Yeates LLP

By: _____
Attorneys for Save San Carlos Parks

20. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall be specifically enforceable, and shall not be affected thereby, and such illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN CARLOS

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: City Attorney

SAVE SAN CARLOS PARKS

By: Danielle Scheekes Huerta

Its: Representative

APPROVED AS TO FORM:

Kenyon Yeates LLP

By: _____

Attorneys for Save San Carlos Parks

20. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall be specifically enforceable, and shall not be affected thereby, and such illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN CARLOS

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: City Attorney

SAVE SAN CARLOS PARKS

By: _____

Its: _____

APPROVED AS TO FORM:

Kenyon Yeates LLP

By:  _____

Attorneys for Save San Carlos Parks

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12 Steuart Tower, 8th Floor
13 San Francisco, California 94105
14 Telephone: (415) 781-7900
15 Facsimile: (415) 781-2635

16 Attorneys for Respondents and Defendants

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 IN AND FOR THE COUNTY OF SAN MATEO

19 SAVE SAN CARLOS PARKS,

20 Petitioner and Plaintiff,

21 v.

22 CITY OF SAN CARLOS, a municipal
23 corporation; SAN CARLOS CITY
24 COUNCIL; and DOES 1 through 10,

25 Respondents and Defendants.

CASE NO. CIV 484065

**STIPULATION FOR JUDGMENT;
[PROPOSED] ORDER**

[CODE CIV. PROC. § 664.6]

Action Filed: May 13, 2009

Hearing: February 25, 2010 at 2:00 p.m.

Location: Department 2, located at 800 North
Humboldt Street, San Mateo, California

Assigned for all purposes to Department 2,
Honorable Marie S. Weiner

26 Petitioner and Plaintiff, SAVE SAN CARLOS PARKS, and Respondents and
27 Defendants, the CITY OF SAN CARLOS and SAN CARLOS CITY COUNCIL, referred to
28 herein collectively as the "Parties" and individually as a "Party," through their attorneys of
record, hereby stipulate as follows:

1 1. The Parties have signed a Settlement Agreement (“Agreement”) resolving the
2 matters at issue in this proceeding. A copy of the Agreement is attached hereto as **Exhibit A** and
3 incorporated herein by reference.

4 2. The Court will enter judgment in this proceeding pursuant to the terms of this
5 Stipulation for Judgment and the Agreement.

6 3. On entry, the judgment will become final.

7 4. The judgment shall operate as res judicata and collateral estoppel against any
8 claims asserted in this proceeding by a Party against any other Party, including among others,
9 alleged violations of the California Environmental Quality Act.

10 5. No appeal shall be allowed from the judgment entered pursuant to this Stipulation
11 for Judgment.

12 6. The Parties request that the Court retain jurisdiction over them in order to enforce
13 the terms of the Agreement, unless and until the Parties notify the Court in writing that the terms
14 of the Agreement have been performed in full.

15 7. This Stipulation for Judgment shall bind and inure to the benefit of all Parties and
16 their successors and assigns.

17 8. This Stipulation for Judgment may be executed in counterparts, each of which
18 shall be deemed an original, but all of which taken together shall constitute one and the same
19 instrument.

20 DATED: September __, 2010

SEDGWICK, DETERT, MORAN & ARNOLD LLP

21 By: _____

22 Anna C. Shimko
23 Attorneys for CITY OF SAN CARLOS and SAN
CARLOS CITY COUNCIL

24 DATED: September __, 2010

KENYON YEATES LLP

25 By: _____

26 William Yeates
27 Attorneys for SAVE SAN CARLOS PARKS
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ORDER

Good cause appearing,

IT IS ORDERED that judgment be entered in accordance with the terms of this Stipulation for Judgment and the Settlement Agreement attached hereto as **Exhibit A**.

DATED: September __, 2010

By: _____
HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT



City of San Carlos Parks & Recreation

Field Use Policy

The City of San Carlos (the “City”) Field Use Policy has been established to ensure that City-owned, -maintained and –managed park and athletic field facilities, including the fields owned by the San Carlos School District are utilized for recreational, athletic, cultural, educational, social and community service functions that meet the needs and interests of the community, and that permitted users are fully informed as to the City’s guidelines that govern their use of the park and athletic field facilities.

Purpose:

- To strive to provide all San Carlos residents with an opportunity to participate in their activity of choice.
- To establish policies and procedures governing the use of City parks, fields, tennis courts and District playing fields managed by the City of San Carlos.
- To ensure San Carlos residents have priority access to parks and playing fields.
- To ensure equal and fair use of fields based on the priority status listed in the Policy.
- To provide for a variety of activities reflecting the athletic preferences of San Carlos residents.
- To collect fees for the use of fields, in support of their ongoing maintenance.
- To ensure that decisions regarding the use of City parks and athletic complexes and District sites are used in the best interests of the neighborhoods, sports organizations and residents of San Carlos.
- To ensure that appropriate sports are permitted on appropriate fields.

Process:

Fields are allocated for the following seasons:

FALL	Mid-August through December 31
WINTER/SPRING	January 1 through last day of school (early-to-mid June)
SUMMER	June through mid-August

1. Field Use Request Forms will be available at the Parks & Recreation Athletics Office.
2. Forms are required to be submitted by the deadline as set by City staff for the upcoming season. Proof of Insurance is required at this time.
 - a. Failure to submit field request by deadline may lead to an organization not receiving field time for the upcoming season.

DEADLINES FOR FIELD USE REQUEST FORMS:

FALL	May 1 st
WINTER/SPRING	November 1 st
SUMMER	March 1 st

3. The City will conduct a Field Use meeting to discuss field allocations and issues common to the user organizations.
4. Approximately one month after initial field allocation, youth user groups will have a follow up meeting to present their detailed practice/game schedule so organizations can work together to maximize the use of all fields.
5. All user organizations will submit a detailed practice/game schedule, including team name, and age group to the Parks and Recreation Department prior to start of practices to help staff monitor the use of fields.
 - a. Any organization found to be reserving field use for any time period for another organization that has not paid the proper fees will be penalized by the revocation of its permit for the season for which the permit is issued.
 - b. If any organization or team transfers or sublets field space without informing City staff their current permit maybe subject to cancellation or reduced.
6. Field Permits will be issued to each user organization with approved allocation times. Permits will be on file in Parks and Recreation Department Office.

Requirements:

- A. The primary permit holder representing a resident league or resident team must be a San Carlos resident in order for a permit to be issued. Please review the “Priority Allocation” section to determine your organization’s priority level.
- B. Local youth and adult organizations requesting fields are required to attend the November (for spring field use) and May (for fall field use) Athletic Sites Advisory Committee (ASAC) Meetings conducted by the San Carlos Parks & Recreation Department. Please call (650) 802-4120 for the dates and times of the field meetings. You may also request to be placed on an email distribution list.
- C. Requests for one-time use must be submitted to the Department at least two weeks prior to the requested use date. Requests for continuous use, which were not approved at the bi-annual field meetings, must be filed at least four weeks prior to the proposed use period.
- D. San Carlos Parks & Recreation requires a master league roster complete with players’ first and last names alphabetized, zip code, and team.

Any group or organization found to be misrepresenting its residency status will have its permit revoked for the season and will be excluded from brokering for the following season. In addition, any group or organization found to be reserving field use for any time period for another organization (that would otherwise have a lower priority for field scheduling) will be penalized by the revocation of its permit for the season for which the permit is issued and that group or organization will be assigned the last (or lowest) priority for field use scheduling for the immediately following season.

- E. Insurance is required for all permitted youth and adult sport groups. All organizations must provide evidence of a \$1 million liability insurance policy that covers the City of San Carlos as a named, co-insured and sign a hold harmless agreement.

Priority Allocation:

Priority 1:

Programs and activities administered by the City of San Carlos Parks & Recreation Department, and all programs and activities administered by the San Carlos School District.

Priority 2:

Priority is based on the following criteria:

1. Returning San Carlos youth, non-profit(*) organizations with 90% or greater overall organization residency and not less than 80% residency per team.
2. All validated organizations with preference given to in-season sports as determined by the City of San Carlos's prevailing practice.

Priority 3:

Youth or adult, San Carlos based non-profit(*) sport group, with at least 66% residency.

Priority 4:

Youth resident sports team, with at least 66% residency.

Priority 5:

Youth or adult resident private rentals.

Priority 6:

Youth or adult non-resident private rentals.

**To qualify as non-profit, organizations must provide a copy of their letter of non-profit status from the California Secretary of State's Office with the non-profit ID number indicated thereon.*

Fees:

Effective July 1, 2016

Priority 1:	No Charge
Priority 2:	Soccer - \$48/player Baseball - \$35/player Softball - \$35/player Hourly Field Use Fee - \$20/hour

**Per-player fee based off of final registration numbers of each sport's main season; Per-player fee collected annually.*

Priority 3/4/5/6: Hourly Field Use Fee - \$20/hour (2-hour minimum)

Light Request & Fees:

Light requests must be submitted to the Parks & Recreation Athletic Office on a quarterly basis, at least 7 days prior to your first requested date. All scheduling and billing will be seasonal:

- Winter (December through February)
- Spring (March through May)
- Summer (June through August)
- Fall (September through November)

Requests must be submitted using the Light Request Form (found on the Athletics website) and should be emailed to the Parks & Recreation Athletics Coordinator.

Priority 1: No Charge

Priority 2/3/4/5/6: \$29/hour

Tournaments/Special Events:

Priority 1, 2, and 3 non-profit organizations are permitted to host two (2) tournaments per year. Applicants must complete a Special Event Permit application with associated application fees and insurance for each requested tournament. Special Event Permit applications must be completed and submitted at least 60 days prior to the event. Final tournament schedules are due two weeks before the tournament. Schedules must be sent to San Carlos Parks & Recreation Athletics Office.

Tournament field request time will be charged the following fees **(effective July 1, 2016)**:

Special Event Application Fee:	\$144 Repeat Event/\$231 New Event
Hourly Field Use Fee:	\$20/hour
Field Lights:	\$29/hour <i>(as needed)</i>
Parks & Recreation Field Monitor:	\$28/hour <i>(as needed; at the discretion of staff)</i>

Summer Camps/Clinics:

Priority 2:

Any specialty camps or clinics organized by Priority 2 organizations which are outside of the sport's main season practice/game schedule must be approved by the City. Field Use Fees will be charged for these camps/clinics (at the rates listed under "Fees"). Summer camp/clinic requests must be made at least 3 months in advance for approval.

Field Maintenance Closure:

The City Parks Division will submit a schedule for annual maintenance at all City fields. This will often result in the closure of entire fields or specific areas for intense maintenance efforts and necessary "breathing time". Staff will direct individual groups to abide by specific field use and/or maintenance practices, which will be indicated on field use permits.

Field Preservation:

The City will aim to maintain fields uniformly and at the highest possible quality. The cooperation from each organization is needed to preserve the fields by following these guidelines:

1. Field use, especially sports practices, should be conducted in a manner that play will take place on different sections of the turf, thus reducing excessive turf wear and damage to any one area.
2. Rotate use of areas (i.e.: use middle of turf area for drills one day and sides of the field the following day), and when possible, stay off of the fringe or bare areas to limit erosion and further damage.
3. Remove all equipment at the conclusion of use each day. This includes soccer goals. No equipment shall be allowed to be left unattended on City or District property without the prior approval of the City.
4. Do not overcrowd fields by scheduling multiple games in areas reserved. Allow a safe distance between fields for safe passage of spectators and participants.
5. Report hazards on City property to the Parks Division office at 650-802-4140.
6. Report emergencies (e.g., broken water lines, gushing sprinkler heads, etc.) promptly to San Carlos Emergency Dispatch at 650-802-4321 who will summon the appropriate personnel. When you make the call, be prepared to fully identify yourself, your location, and the specific nature of the emergency.
7. No food or beverages, with the exception of water, will be permitted on any synthetic turf field.

Rainy Day Procedure & Hotline:

During inclement weather periods, permitted groups are required to cancel games or practices if it is raining or the field is deemed to be in an unplayable condition at game/practice time. In questionable weather conditions, Parks staff will make a determination of playability. Subsequent to that decision, each affected field will be posted "Field Closed Today" and a "Field Condition Hotline" recording will be activated.

The Field Condition Hotline number is 650-594-2626 and will be updated by 1:00pm on rainy days.

Field Rules & Regulations:

- Generally, City equipment and storage facilities are not available. However, when allowance has been made for the use of City equipment or storage facilities, it is required of the users to maintain the equipment or facilities in the condition in which they were received.

- Field abuse (unauthorized rainy day use, inappropriate use of a field or City equipment, leaving the field littered, etc.) may result in a penalty or fine as determined by the Parks and Recreation Department. This may be in the form of loss of field use time, cash payment, or other reparation.
- A league representative must attend the ASAC Meeting (for the particular season). If a league representative is not in attendance, field permits may not be issued or priority ranking may be lowered. The Parks and Recreation Department reserves the right to make this determination.
- Subleasing the field by any user group is strictly forbidden.
- Alcoholic beverages are not permitted on fields or in parking areas.
- Smoking is not permitted on fields or in parking areas.
- Motor vehicles are not permitted on fields.
- Field use is limited to the times and dates listed on your permit. Any changes are subject to availability and approval by the Department.
- It is the responsibility of the organization's president and the individual in charge of the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities.
- No organization shall enter an area posted as "closed to the public" or "field closed". No persons shall remove or alter such postings.
- Selling food or other items is not allowed without City approval and must be noted on the permit.
- If approved by the City to sell food through a concession stand an organization must have a valid health permit for the County of San Mateo. For more information on food service requirements please contact the San Mateo County Health Department at 650-372-6200.
- No organization or individual is permitted to alter a field in any way (i.e. remove or change pitching rubbers, bases, fences, goals, etc.) without approval from the City of San Carlos Parks and Recreation Department.
- No group or individual is permitted to maintain a storage unit (or similar object) on or around a field without prior approval from the City.

- No amplified sound without prior approval by the Parks & Recreation Director.
- Respect neighbors. Avoid throwing, batting or kicking balls towards residences.
- **Highlands Park:** Games are not to be scheduled prior to 8:00am for regular season games and 9:00am for tournaments/special events.

Use Not Granted

In accordance with general policy, the San Carlos Parks & Recreation Department shall not grant use of fields under the following circumstances:

- A. To persons or organizations desiring such use for significant personal profit or gain.
- B. When, for any reason, as determined by the Recreation Administration or the School Administration, such use may not be in the best interest of the City of San Carlos or the San Carlos School District.
- C. Does not meet the minimum requirements set forth in policies and priorities.

Adopted: January 5, 1994
Amended: December 6, 2000
Amended: September 5, 2001
Amended: September 30, 2003
Amended: **December 2, 2015**

PROJECT CHANGES TO SETTLEMENT AGREEMENT RESTRICTIONS

A Settlement Agreement ("Agreement") was entered into in September 2010, by and between the City of San Carlos ("City") and Save San Carlos Parks ("SSCP"), an unincorporated association. The Agreement specifies that the City may make changes in the restrictions contained in the Agreement in the future, subject to a public process, but without any amendment to the Agreement. For clarity and informational purposes, this document sets forth excerpts from the Agreement (using the original paragraph numbering) and shows in strike-through and underlined fashion the changes that would be made to the restrictions in the Agreement by virtue of the proposed project.

2. Traffic & Parking Improvements. In connection with the Project, the City shall undertake the following traffic and parking improvement measures:

a. Restricted Parking on East Side of Aberdeen. A sign or signs shall be installed prohibiting parking on the east side of Aberdeen Drive from Glasgow Lane north to the cul de sac on Aberdeen Drive on Saturdays and Sundays from 8:00 a.m. to 6:00 p.m. In addition, the northeast and southeast corners of Aberdeen Drive and Glasgow Lane extending approximately to the driveways of the houses located on Aberdeen Drive at these corners shall be painted red to prohibit parking in these areas. Similarly, the southeast corner of Aberdeen Drive and Dundee Lane shall be painted red to prohibit parking in this area.

b. Signs Notifying Drivers of Off-Street Parking Lots. A sign shall be placed at the entrance to the lower parking lot adjacent to the tennis courts ("Lot A") reading: "PARKING LOT A/PLEASE RESPECT OUR NEIGHBORS/PARK IN LOTS." A sign shall be placed at the entrance to the upper parking lot ("Lot B") reading: "PARKING LOT B/PLEASE RESPECT OUR NEIGHBORS/PARK IN LOTS." A sign shall also be placed at the exit of Lot B reading "ADDITIONAL PARKING" with a directional arrow pointing to Lot A.

c. Speed Humps on Aberdeen Drive. The City shall install two (2) speed humps on Aberdeen Drive. At least one of the speed humps shall be installed past the driveway leading to Lot B. Although, pursuant to City Council policy, installation of a speed hump would normally require written approval by the homeowners and residents on both sides of the street where the hump is to be installed, since the City is the proponent of the proposal to install the speed humps, the Parties acknowledge and agree that no such written approval is required in this instance.

d. Stop Sign on Glasgow Lane. A stop sign shall be placed on Glasgow Lane at Aberdeen Drive requiring traffic going westbound on Glasgow Lane to stop at Aberdeen Drive.

~~e. Passenger Loading Zone. The City shall install a passenger loading zone at the existing opening to the Project Field near the middle of Lot A for short term drop-off and pick-up of Project Field users. The zone shall be designed to accommodate at least four (4) standard sized vehicles. The passenger loading zone shall be marked with appropriate paint, striping and/or signage indicating that the passenger loading zone is for three (3) minute passenger pick-up/drop-off parking only. City shall install a sign or signs on Aberdeen Drive informing drivers of the passenger loading zone in Lot A. Any such signage may be combined with the signage required by Section 1.b.~~

~~f. Designated Carpool Spaces. Four (4) designated carpool spaces shall be provided in Lot A in a preferred area in close proximity to the Project Field. A carpool is defined as two (2) or more players.~~

g. Prohibit Parking on Lot B Driveway. City shall paint the curbs on both sides of the driveway leading to Lot B red and/or install a sign or signs indicating that parking is prohibited on the driveway leading to Lot B. A stop sign shall be placed at the end of the Lot B driveway at Aberdeen Drive.

h. Encourage Parking at Lot A. An additional opening to the Project Field will be installed near Aberdeen Drive so that users may access the Project Field from Lot A. Also, City shall relocate containers with field equipment so as to be closer to Lot A than Lot B.

i. Provision of Parking Information to Field Users. The City shall prepare a plan depicting the off-street parking areas: Lot A for the tennis courts and Project Field users and Lot B for Stadium Park users. The plan shall depict the passenger loading zone and designated carpool spaces at Lot A. The plan shall encourage drivers to carpool and for Project Field users to park in Lot A. The City shall amend the field use agreements for the Project Field to: (1) request all coaches and Project Field users to park in Lot A, (2) require teams to disburse the plan to all Project Field users prior to the commencement of each sports season, and (3) require coaches to encourage players to carpool and to encourage families to refrain from bringing multiple cars to a game.

~~3. Practice Schedule. City shall amend its field use agreements to specify that: (a) no more than four (4) athletic teams may practice on the Project Field at one time, (b) no more than two (2) practices will be scheduled to start and stop at the same time and (c) a time period of at least 15 minutes shall be scheduled between the start of two (2) practices and the start of the other two (2) practices. An example for illustrative purposes only depicting how this provision could be implemented is provided in the table below.~~

Field Quadrant	Start	End	Start	End	Start	End
1	3:30p.m.	5:00p.m.	5:00p.m.	6:30p.m.	6:30p.m.	8:00p.m.
2	3:30p.m.	5:00p.m.	5:00p.m.	6:30p.m.	6:30p.m.	8:00p.m.
3	4:45p.m.	6:15p.m.	6:15p.m.	7:45p.m.		
4	4:45p.m.	6:15p.m.	6:15p.m.	7:45p.m.		

~~4. Game Schedule. City shall amend its field use agreements to specify that no games shall begin prior to 8:00 a.m. and to require coaches to notify their players to arrive no earlier than 15 minutes prior to their scheduled game if their game begins at 8:00 a.m., or no earlier than 45 minutes prior to their scheduled game if their game begins after 9:00 a.m. No whistles shall be used on the Project Field before 8:00 a.m.~~

~~5. Limitations on Use of the Project Field. The City shall amend its field use agreements to specify that: (a) except for special events approved by the City's Parks & Recreation Director, use of the Project Field shall be reserved for use by organized sports clubs and leagues based in the City, (b) all games or practices on the Project Field must end by 10:00~~

~~p.m., which is the closing time of Highlands Park, and (c) the City's Parks and Recreation Director shall continue the City's current policy of not renting the Project Field on an on-going basis to teams from outside the City. In addition, City shall create an on-line calendar that describes permitted usage of the Project Field and ensure that usage of the Project Field by organized sports clubs and leagues is restricted to 3,000 hours per year. The on-line calendar will enable San Carlos residents to know when the Project Field is in use and by what teams.~~ Except for the lines delineating the baseball/softball fields, no permanent lines or markings shall be installed on the Project Field.