

**FIRST AMENDED ALLIED ARTS GUILD PRESERVATION PERMIT
75 ARBOR ROAD**

APPROVED BY CITY COUNCIL ON SEPTEMBER 19, 2006

**TRADITIONAL EVENTS REVISED BY COMMUNITY DEVELOPMENT DIRECTOR IN
ACCORDANCE WITH SECTION 5.1 ON OCTOBER 30, 2008**

1.0 Purpose. The purpose of this First Amended Allied Arts Guild Permit ("Permit") is to implement the intent of the Allied Arts Guild Preservation District ("District") to establish specific requirements and procedures for the buildings and grounds of the property in the District.

2.0 Definitions. The following terms are defined for purposes of this Permit:

2.1 Events. "Events" refers to the four types of Events defined as follows:

2.1.1 Traditional Event. "Traditional Event" means a charitable activity or Event, generally open to the public, that the Woodside Atherton Auxiliary (WAA) and/or its predecessors or affiliates has historically hosted or operated on the site, provided such Events are operated by WAA, its affiliates or a successor non-profit charitable organization or foundation.

2.1.2 Daytime Event. "Daytime Event" means a gathering occurring within a 24-hour period at the Allied Arts Guild, held Monday through Saturday, whereby the event shall conclude prior to 5:00 p.m. and clean-up activities shall conclude prior to 6:00 p.m., Daytime Events include, but are not limited to seminars, receptions, lectures, conferences, demonstrations, classes, meetings, weddings, parties, fashion shows, celebrations, social or special gatherings.

2.1.3 Special Event. "Special Event" means a private gathering occurring in a 24-hour period at the Allied Arts Guild, held Monday through Saturday beginning or continuing after 5:00 p.m. Special Events include, but are not limited to, seminars, receptions, lectures, conferences, demonstrations, classes, meetings, weddings, parties, fashion shows, celebrations, social or special gatherings. A Traditional or Daytime Event that continues after 5:00 p.m., excluding permitted clean up hours, shall be defined as a Special Event. The attendance at a Special Event shall be limited to 150 attendees, including persons working at the Special Event.

2.1.4 Small Special Event. "Small Special Event" means a Special Event having 90 or fewer attendees, including persons working at the Small Special Event. For purposes of determining the number of

attendees at a Special or Small Special Event, simultaneous Events will be treated collectively as if they were a single Event.

2.2 Holiday Season. "Holiday Season" means the time period inclusive of November and December.

2.3 Office. "Office" means an Office for the conduct of general and professional services with the exception of medical and dental uses.

2.4 Owner. "Owner" means the Woodside Atherton Auxiliary and its successors in interest to the property in the District.

2.5 Project Plans. "Project Plans" means the plans prepared by Cody Anderson Wasney Architects, consisting of 20 plan sheets dated September 4, 2002.

2.6 Regular Season. "Regular Season" means the time period from January through October.

2.7 Restaurant. "Restaurant" means a food and beverage service establishment where food is cooked or prepared and beverages are available for consumption in the premises where it is sold. Restaurant shall not include fast food nor shall it include a formula restaurant, which is a business that is required by contractual or other arrangements to offer standardized menus, ingredients, food preparation, employee uniforms, interior decor, signage or exterior design; or that adopts a name, appearance or presentation format which causes it to be substantially identical to another restaurant regardless of ownership or location.

2.8 Retail Sales Establishment. "Retail Sales Establishment" means a commercial establishment engaged in business activities which generate sixty percent or more of its gross income from the sale of commodities or goods on display either by unit or in small quantities directly to the consumer in transactions which are subject to sales tax. Retail Sales Establishment shall not include a formula Retail Sales Establishment, which is a business that is required by contractual or other arrangements to offer standardized retail products, employee uniforms, interior decor, signage or exterior design; or that adopts a name, appearance or presentation format which causes it to be substantially identical to another Retail Sales Establishment regardless of ownership or location.

2.9 Workshop. "Workshop" means on-site production and sale of handmade products, including but not limited to wood works, iron works, topiaries, sculptures, ceramics, glass works and artwork.

3.0 Permitted Uses. Subject to the restrictions on operations outlined in this Permit, permitted uses within the Allied Arts Guild shall be as follows:

- 3.1 Retail Sales Establishment;
- 3.2 Workshops;
- 3.3 Offices;
- 3.4 Restaurant;
- 3.5 Daytime Events;
- 3.6 Special Events;
- 3.7 Small Special Events;
- 3.8 Traditional Events, including the following:
 - 3.8.1 Valentine Tea luncheon (February);
 - 3.8.2 ~~Spring Fashion Show~~ (two-day event in Spring including trunk show);
 - 3.8.3 Bunny Days (four day event; spring luncheon with two seatings);
 - 3.8.4 Mother's Day Luncheon (May with two seatings);
 - 3.8.5 Holiday Tea (November);
 - 3.8.6 ~~Allied Arts Lecture Series, Annual Garden Party, and Annual Game Day~~ (three ~~separate mid-day~~ events in ~~Regular Season~~);
 - 3.8.7 Children's ~~Holiday~~ Party (Sunday in December);
 - 3.8.8 ~~Pumpkin Days~~ (two day event in October);
 - 3.8.9 Art Shows (~~May through November; November event must follow Regular Season hours of operation~~);
 - 3.8.10 ~~Neighborhood~~ Flea Market (July ~~or August~~);
 - 3.8.11 ~~Antiques Appraisal Day (one mid-day event in June)~~;
 - 3.8.12 Lucille Packard Children's Hospital Receptions (two events);
 - 3.8.13 Menlo Park Chamber of Commerce Receptions (three events on weekdays);

Deleted: Easter Hat Show

Deleted: American Girl Doll Show luncheon

Deleted: September

Deleted: Christmas

Deleted: Halloween Photo Fest

Deleted: April

Deleted: October

Deleted: Traditional Shop

Deleted: Sustainer Luncheon for auxiliaries to the Hospital

3.9 Service of food, beer, wine and liquor for on-site consumption in conjunction with Events and subject to specific event sponsor complying with applicable requirements of the State Department of Alcoholic Beverage Control.

4.0 Location of Daytime, Special and Small Special Events. Daytime, Special, and Small Special Events shall only be held in the "Traditional Shops" building and courtyard, the "Garden of Delight" (Blue Garden), the "Jardin del Encino" (Oak Garden), and/or the "(N) Terrace" (located between the "Jardin del Encino" and the "Traditional Shops" building) as shown on the Project Plans.

5.0 Maximum Number of Events.

5.1 Traditional Events. The maximum number of Traditional Events allowed on the site is 13, held over a total of 23 days. If a Traditional Event can no longer be conducted or it is determined by the owner that a Traditional Event is no

longer viable, a similar Event may be substituted upon written request and subject to review and approval by the Director of Community Development.

5.2 Special and Small Special Events. The maximum number of Special and Small Special Events that may be held during any calendar year is 32, of which 26 may be held on Friday and Saturday, and 6 may be held Monday through Thursday. The maximum number of Special Events (excluding Small Special Events) that may be held during any calendar year is 15. The maximum number of Special and Small Special Events that may be held during any calendar month is 4 for the months of January through September and in November. The maximum number of Special and Small Special Events that may be held in the months of October and December is 6; provided, however, that, if there are five Saturdays in October or December, the maximum number of events that may be held in the month shall be increased to 7. During the months of January through September and in November, on at least one weekend (i.e., consecutive Friday and Saturday) per month no Special or Small Special Event may be held. The Owner shall have discretion to determine the weekends on which Events are not held.

6.0 Days and Hours of Operation for Permitted Uses. The days and hours of operation are as established below, with the exception that all Guild facilities shall be closed on Federal holidays, except Columbus Day and Veterans Day.

6.1 Retail Sales Establishments. Retail Sales Establishments may be accessed at any time by business owners and employees. Retail Sales Establishments may be open to the public as follows:

6.1.1 Regular Season. The days and hours of operation for the Regular Season are as follows:

6.1.1.1 Monday through Saturday: Open to the public from 10:00 a.m. to 5:00 p.m.

6.1.1.2 Sundays: The Retail Sales Establishments shall be closed on Sundays.

6.1.2 Holiday Season. The days and hours of operation for the Holiday Season are as follows:

6.1.2.1 Monday through Saturday: Open to the public from 10:00 a.m. to 5:00 p.m.

6.1.2.2 Sundays: Open to the public from 12:00 p.m. to 6:00 p.m.

6.2 Offices and Workshops. Offices and Workshops may be accessed at any time by business owners and employees. Offices and Workshops may be open to the public as follows:

6.2.1 Regular Season. The days and hours of operation for the Regular Season are as follows:

6.2.1.1 Monday through Saturday: Open to the public from 10:00 a.m. to 5:00 p.m.

6.2.1.2 Sundays: Office and Workshops shall be closed on Sundays.

6.2.2 Holiday Season. The days and hours of operation for the Holiday Season are as follows:

6.2.2.1 Monday through Saturday: Open to the public from 10:00 a.m. to 5:00 p.m.

6.2.2.2 Sundays: Open to the public from 12:00 p.m. to 6:00 p.m.

6.3 Restaurant Uses. Restaurant uses may be accessed at any time by business owners, volunteers, and employees for limited purposes such as maintenance, inventory and other similar activities. Restaurant uses may be open to the public as follows:

6.3.1 Monday through Saturday: Open to the public from 10:00 a.m. to 5:00 p.m. Food preparation activities may begin no earlier than 8:00 a.m.

6.3.2 Sundays: Restaurant uses shall be closed on Sundays except for permitted Traditional Events.

6.4 Traditional Events. Traditional Events shall adhere to the following days and hours:

6.4.1 Regular Season. The days and hours of operation for the Regular Season are as follows:

6.4.1.1 Monday through Saturday: Open to the public from 10:00 a.m. to 5:00 p.m. Event preparation and clean up shall be allowed 9:00 a.m. to 6:00 p.m.

6.4.1.2 Sundays: 10:30 a.m. to 6:00 p.m., inclusive of event preparation and clean-up.

6.4.2 Holiday Season. The days and hours of operation for the Holiday Season are as follows:

6.4.2.1 Monday through Saturday: Open to the public from 10:00 a.m. to 6:00 p.m. Event preparation and clean up shall be allowed 9:00 a.m. to 6:00 p.m.

6.4.2.2 Sundays: 10:30 a.m. to 6:00 p.m., inclusive of event preparation and clean-up.

6.5 Daytime Events. Daytime Events held during the Regular and Holiday Season shall adhere to the following days and hours:

6.5.1 Monday through Friday: Open to attendees from 8:30 a.m. to 5:00 p.m. Event preparation and clean up shall be allowed 8:00 a.m. to 6:00 p.m.

6.5.2 Saturday: Open to the public from 10:00 a.m. to 5:00 p.m. Event preparation and clean-up shall be allowed 9:00 a.m. to 6:00 p.m.

6.5.3 Sundays: No Daytime Events may be held on Sundays.

6.6 Special and Small Special Events. Special and Small Special Events held during the Regular and Holiday Season shall adhere to the following days and hours:

6.6.1 Monday through Saturday: Open to the public from 10:00 a.m. to 9:00 p.m. Event preparation and clean up shall be allowed 9:00 a.m. to 10:00 p.m.

6.6.2 Sundays: No Special and Small Special Events may be held on Sundays.

7.0 Buildings and Site Layout

7.1 Project Plans. Development of the District shall be substantially in conformance with the Project Plans, except as modified by the conditions contained herein. The Director of Community Development shall make the determination of substantial conformity, subject to appeal to the Planning Commission in accordance with Chapter 16.86 of the Zoning Ordinance.

7.2 Development Regulations. Development regulations in the District are as follows:

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| 7.2.1 Minimum Lot Area: | 3.5 acres |
| 7.2.2 Maximum Floor Area Ratio: | 15 percent |

7.2.3	Maximum Office Gross Floor Area:	3,000 square feet
7.2.4	Maximum Restaurant Gross Floor Area:	5,000 square feet
7.2.5	Maximum Building Coverage:	15 percent
7.2.6	Minimum Setbacks:	Per Project Plans
7.2.7	Maximum Building Height:	28 feet
7.2.8	Minimum Off-Street Parking:	82 spaces, including those currently existing and to remain as shown on the Project Plans

7.3 Minor Alterations. Alterations that are not substantially in conformance with the Project Plans, but adhere to all of the development regulations shall be processed through the architectural control provisions of Section 16.68.020 of the Zoning Ordinance.

7.4 Major Alterations. Alterations that are not substantially in conformance with the Project Plans and do not adhere to all of the development regulations shall require an amendment to this permit as provided in Section 10.8 of this Permit.

7.5 Buildings Not Shown on the Project Plans: Buildings in existence on the Guild property as of the date of this Permit, but not included on the Project Plans may undergo repair and renovation so long as the work does not include demolition of any portion of the building and/or result in added building square footage, subject to the architectural control provisions of Section 16.68.020 of the Zoning Ordinance. Work involving demolition and/or added building square footage will require an amendment of this Permit, in accordance with Section 10.8 of this Permit.

8.0 Parking and Shuttle Requirements. The Owner shall prepare a Parking and Shuttle Plan for review and approval by the Director of Community Development prior to occupancy of the buildings and/or scheduling of any Events. The Parking and Shuttle Plan should include but need not be limited to the provisions contained in Sections and Subsections 8.1 through 8.3 of this Permit. The Parking and Shuttle Plan should reference two parking areas, the 82-space parking lot on-site and the 18 striped spaces located on the westerly side of Arbor Road directly adjacent to the Allied Arts Guild property. The two spaces comprise the "Primary Parking Area".

8.1 Retail Sales Establishments, Workshops, Offices, Restaurant and Traditional Events.

8.1.1 Parking Usage for Retail Sales Establishments, Workshops, Offices and Restaurant: The Parking and Shuttle Plan should include parking usage for tenants, employees, volunteers and patrons of the Restaurant, Retail Sales Establishments, Workshops and Offices for each

day of the week, including peak period usage during the day. The parking usage assessment should report separately for the regular and holiday seasons. Upon request of the City, the Owner shall monitor the amount of daily parking related to these uses for a one-week period and shall provide such information to the Director of Community Development.

8.1.2 Tenant Parking. The Owner shall require in its leases of the premises that tenants and their employees park on-site.

8.1.3 Volunteer Parking. The Owner shall require all volunteers working on the premises to park on-site.

8.1.4 Patron Parking. Signage directing patrons of the Retail Sales Establishments, Workshops, Offices, Restaurant and Traditional Events to the Primary Parking Area shall be designed, installed and maintained subject to the review and approval of the City Transportation Manager. Patron parking may, especially during the November and December holiday season, use neighborhood streets for overflow parking.

8.1.5 Bus Parking. The Owner shall employ a parking attendant to be available to direct bus traffic during peak bus use periods. Areas designated for bus parking shall be marked and signs shall be posted requiring that bus engines be tuned off while passengers visit the site.

8.1.6 Special Event Parking Attendant: A parking lot attendant shall be required for all Special Events to valet park cars or take other appropriate measures as needed to ensure that no parking overflows into the neighborhood.

8.2 Daytime, Special Event and Small Special Event Parking. Parking for Daytime, Special and Small Special Events shall be considered in addition to and after the parking needs for the Retail Sales Establishments, Workshops, Offices, Restaurant and Traditional Events in order to ensure that parking for Daytime, Special Events, and Small Special Events does not overflow the Primary Parking Area. Except for Traditional Events, no Event parking shall be permitted on neighborhood streets. The Parking and Shuttle Plan shall include provisions for shuttling Events when the number of attendees is estimated to exceed the amount of parking available in the Primary Parking Area (using a 1.5 ratio of persons per car for attendees) when added to the parking for the Retail Sales Establishments, Workshops, Offices, Restaurant and Traditional Events. If an Event is required to be shuttled, all attendees, other than workers, to the Event shall be shuttled, with no Event parking allowed in the Primary Parking Area, except for vehicles displaying a valid handicapped parking placard. The Parking and Shuttle Plan shall include the location of off-site parking areas, types of shuttle vehicles, shuttle routes, shuttle operators, how Event attendees would be

directed to shuttle lots, and how a shuttle would operate on Guild property. The Parking and Shuttle Plan shall also include provision for monitoring and enforcement, including a provision that the Owners shall be responsible for the payment of all City-incurred costs for monitoring and enforcement. Monitoring and enforcement efforts shall be reported in the quarterly report to the Director of Community Development and the annual information report to the City Council. If monitoring demonstrates that the Parking and Shuttle Plan is inadequate, the Director of Community Development shall retain authority to require modifications to the Parking and Shuttle Plan to ensure compliance with the parking limitations required by this Permit.

9.0 Deliveries. The Owner shall prepare a Delivery Plan for review and approval by the Director of Community Development prior to occupancy of the buildings. The Delivery Plan should include but not be limited to the provisions contained in Subsections 9.1.1 through 9.1.3 of this Permit. The Delivery Plan shall also include provision for monitoring and enforcement, including a provision that the Owners shall be responsible for the payment of all City-incurred costs for monitoring and enforcement. Monitoring and enforcement efforts shall be reported in the quarterly report to the Director of Community Development and the annual information report to the City Council. If monitoring demonstrates that the Delivery Plan is inadequate, the Director of Community Development shall retain authority to require modifications to the Delivery Plan to ensure compliance with the requirements of this Permit.

9.1 On-Site Deliveries. All deliveries for the Retail Sales Establishments, Workshops, Offices, Restaurant and Events shall be made on-site, only in the areas designated on the Project Plans for making deliveries. Delivery trucks are not to park, or idle off-site or block driveways of surrounding properties. Delivery trucks are to shut off their engines while stopped or parked, except for refrigerated trucks.

9.2 Delivery Days and Hours. All deliveries for the Retail Sales Establishments, Workshops, Offices, and Restaurant shall occur Monday through Friday, no earlier than 8:00 a.m. and no later than 5:00 p.m. Deliveries for Events shall occur within the permitted hours for such Events.

9.3 Delivery Routes. All delivery trucks shall use Cambridge Avenue from El Camino Real or follow the bus route signs on Middle Avenue.

10.0 General Requirements

10.1 Garbage Collection. All activities related to garbage collection shall be conducted Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

10.2 Compliance with Noise Ordinance. All activities and Events in the District shall comply with the City's Noise Ordinance. Amplified sound and

amplified music shall not be allowed outdoors. Speakers and an amplifier shall be professionally installed by the Owner in the Multi-Purpose Room (Sunset Room) and shall provide decibel level control in compliance with the City's Noise Ordinance by capping sound at a pre-set level. Amplified music, whether live or played by a DJ, shall be allowed indoors only if: (a) all musicians and DJs use the installed sound system in a manner that complies with the City's Noise Ordinance, (b) all musicians and DJs or the musicians' booking agent are trained on-site in the use of the sound system to comply with the City's Noise Ordinance and (c) while music is playing, windows are kept closed and doors are kept closed except for ingress and egress. Brass horns shall not be used in the District and drum sets shall not be allowed unless part of an unamplified group of musicians. The WAA shall ban any musical group, DJ, and booking agent that fails to abide by these conditions from providing music at the Guild for a period of at least three years. For each Event with amplified sound or amplified music, and for each Special and Small Special Event, a site supervisor, who may be the Liaison, shall be designated by the WAA and shall be on or about the premises for the duration of the Event. If the musicians or DJ violate the requirements of this Permit, the site supervisor shall dismiss the musicians or DJ and the Event will continue without music of any kind.

10.3 Lighting. The Owner shall prepare a Lighting Plan for review and approval by the Director of Community Development prior to installation of lighting or occupancy of the buildings. The lighting plan shall include detailed locations of proposed lighting fixtures, light fixture specifications and a photometric study to ensure that all light is directed downward and will not cast glare on adjacent residential properties. The Lighting Plan shall include provisions for turning off all lighting promptly following the hours of operation for all activities and events. The Lighting Plan shall also include provisions for monitoring and enforcement, including a provision that the Owners shall be responsible for the payment of all City-incurred costs for monitoring and enforcement. Monitoring and enforcement efforts shall be reported in the quarterly report to the Director of Community Development and the annual information report to the City Council. If monitoring demonstrates that the Lighting Plan is inadequate, the Director of Community Development shall retain authority to require modifications to the Lighting Plan to ensure compliance with the requirements of this Permit.

10.4 Liaison. The Owner shall designate one of its members, the property manager, or other representative of the site as a neighborhood liaison to be available to neighbors to resolve disputes and receive complaints ("Liaison") during the days and hours of operation specified in Section 6.0 of this Permit. The Liaison shall have a voicemail number and pager number which shall be available for calls and messages 24 hours a day, seven days a week. Calls received regarding Daytime Events are expected to be returned by 5:00 p.m. that

day and calls received regarding Special and Small Special Events are expected to be returned within 15 minutes. The Owner shall keep the City advised of the name of the Liaison, voicemail number and pager number in order that the City may refer any complaints made for resolution. The Owner shall provide the Liaison's voicemail number and pager number to all neighbors living within 600 feet of the District.

10.5 Reporting and Monitoring. The date and time of Special and Small Special Events shall be posted on the Owner's website at the beginning of each month and as soon as practicable after the time of booking. The Owner shall prepare a quarterly report for review and approval by the Director of Community Development. The report shall be submitted to the Director of Community Development within ten working days of the end of each calendar quarter. In addition, the Owner shall prepare an annual information report to the City Council within 10 working days of the end of each calendar year. The reports should include all information required by the Parking and Shuttle Plan, Delivery Plan and Lighting Plan, as well as detailed information on the numbers, types, dates, times, location and number of attendees of Special and Small Special Events. The report should document any problems or complaints received during the reporting period and efforts made to address those problems and complaints.

10.6 Violations. In the event of any violation of the terms and conditions of this Permit, the City shall initially treat the matter as a code enforcement matter and shall take appropriate code enforcement action to ensure compliance with the terms and conditions of this Permit. If the City determines that the requirements of this Permit were violated two or more times during any calendar quarter, the City shall require the Owner to develop, implement and submit to the City a corrective action plan to ensure future compliance. If violations continue, the City Council in its review of the annual information report referred to in Section 10.5, above, may impose additional conditions on the continuation of the Permit and may take steps to revoke the Permit. The procedures for revocation or modification of this Permit shall be the same as the procedures for adoption of an amendment to the Zoning Ordinance set forth in Chapter 16.88.

10.7 Event Contracts. The Owner shall enter into a written contract with all sponsors of Events, including instructions to musicians, caterers, and renters consistent with this Permit, and shall require sponsors that issue invitations to any Event to provide written parking instructions as part of the invitation. The Owner shall also ensure that all sponsors of Special and Small Special Events, and Daytime Events with amplified music, receive a copy of this Permit and agree to abide by its terms. The Owner shall require sponsors of Special and Small Special Events to pay a security deposit of not less than \$1,000, and an overtime penalty of \$300 per half hour shall be charged to the sponsor and paid

to the City if the Guild is used by the public for a Special or Small Special Event after 9:00 p.m. or if event clean-up continues after 10:00 p.m.

10.8 Transferability. This Permit shall be binding upon and inure to the benefit of the applicant and any subsequent owner of the Allied Arts guild property or portion thereof, subject to the limitations on Traditional Events being operated by WAA, its affiliates or a successor non-profit charitable organization or foundation. Transfer of greater than 50 percent interest in the Allied Arts Guild property, with the exception of transfer to a non-profit charitable entity, shall require review of the Permit by the City Council.

10.9 Amendments. This Permit is intended for all purposes to be treated as an ordinance of the City. Accordingly, this Permit may not be amended except in accordance with Chapter 16.88 and applicable law.

Approved by the Menlo Park City Council on September 19, 2006.

Arlinda Heineck, Community Development Director

Signed copy available upon request.