



# PARKS AND RECREATION ADVISORY COMMISSION

City of Oakland

Wednesday, October 22, 2014

Lake Merritt Garden, 666 Bellevue Avenue

4:30pm

\*\*\*\*\*SPECIAL MEETING\*\*\*\*\*

## Agenda

1. CALL TO ORDER:
2. ROLL CALL:  
BELCHER, DU BOIS, FLORES, KADERA-REDMOND, MARSHALL, MILLER, PETERSON, ROSENBLOOM, SELNA, WU
3. DISPOSITION OF MINUTES:  
September 10, 2014 meeting minutes
4. SPECIAL ORDERS:
5. PRAC PENDING LIST:
6. MODIFICATIONS TO THE AGENDA:
7. CONSENT NEW BUSINESS:
8. NEW BUSINESS:
  - A. REQUEST THAT THE PARKS AND RECREATION ADVISORY COMMISSION APPROVE THE HENRY J. KAISER ELEMENTARY SCHOOL PTA'S REQUEST TO COLLECT ENTRY FEES, SELL ALCOHOLIC BEVERAGES, AND HOST A LIVE AND SILENT AUCTION, AND TO ACCEPT DONATIONS AT THEIR ANNUAL FUNDRAISER ON SATURDAY, NOVEMBER 8, 2014 AT THE JACK LONDON AQUATIC CENTER: All funds raised will support the 300 children that attend Kaiser Elementary School.
  - B. THE FAMILY OF THE LATE ARTIST, DELORES WILLIAMS IS REQUESTING PARKS AND RECREATION ADVISORY COMMISSION (PRAC) TO APPROVE OF 'MEMORIAL ART EXHIBIT & SALE' WHICH WOULD ALLOW FOR ON-SITE SALE OF THE LATE ARTISTS' ART COLLECTION WITH PROCEEDS GOING TO COACH ART NON-PROFIT ORGANIZATION: The family of the late Artist, Delores Williams, is requesting that Parks and Recreation Advisory Commission (PRAC) approve on-site collection of money for art items sold for the benefit of Coach Art, nonprofit organization. The 'Memorial Art Exhibit & Sale' is scheduled for November 8<sup>th</sup> and 9<sup>th</sup> at Studio One Art Center. Delores Williams was born & raised in Oakland and spent her entire career in Oakland. As an artist, Delores Williams was very prolific, having had 3 one-woman exhibits in the Bay Area, as well as showings of her work in Norway. The event is expected to attract audiences from Oakland, San Francisco, Sacramento and across the Bay Area.

C. **PARKLET PILOT PROGRAM EXTENSION, INFORMATIONAL REPORT:**

This is an informational report regarding the extension of the Pilot Program for Parklets in Oakland. A Parklet is the temporary use of space in the dedicated public right-of-way (parking spaces, unused bus stops, and other types of vehicular and non-vehicular zones) for public uses such as seating or bicycle racks. Staff will continue to gather information and use lessons learned to propose changes in the municipal code to govern Parklets in Oakland for a permanent program. For the purposes of the Pilot Program, Parklets are being processed as a Minor Encroachment Permit in accordance with Oakland Municipal Code Chapter 12.08, and will be subject to all requirements applicable to Minor Encroachment Permits.

D. **PUBLIC HEARING ON (A) STATUS OF THE OAKLAND ZOO'S PREVIOUSLY APPROVED CALIFORNIA EXHIBIT PROJECT IMPLEMENTATION AND (B) RECOMMENDATION TO CITY COUNCIL OF A 53-ACRE CONSERVATION EASEMENT IN KNOWLAND PARK TO PROTECT THE ALAMEDA WHIPSNAKE, WHICH FURTHER IMPLEMENTS THE JUNE 2011 PROJECT APPROVALS, CONDITIONS OF APPROVAL AND MITIGATION MEASURES FOR THE PROJECT. (CEQA DETERMINATION: RELIANCE ON PREVIOUSLY APPROVED 2011 SUBSEQUENT MITIGATED NEGATIVE DECLARATION/**

**ADDENDUM)**: In 2011 the Parks and Recreation Advisory Commission (PRAC) recommended approval of an amendment to the Oakland Zoo Master Plan involving the expansion of the Zoo and construction of a new California Exhibit (Project) which included the potential for a conservation easement in Knowland Park to protect the Alameda whipsnake. The amendment was ultimately approved by the City Planning Commission and the City Council.

9. CONDITIONAL USE PERMITS:

10. COMMUNICATIONS:

11. PRAC COMMITTEE REPORT:

12. ADVISORY COUNCIL REPORTS:

13. UNFINISHED BUSINESS:

14. COUNCIL REFERRALS:

15. OPEN FORUM:

16. DIRECTOR'S REPORT:

17. ADJOURNMENT:

This meeting is wheelchair accessible. To request materials in alternative formats, or to request an ASL interpreter, or assistive listening device, please call *Oakland Parks and Recreation* at (510) 238-7532 or TDD (510) 615-5883 at least three working days before the meeting. Please refrain from wearing scented products to this meeting so attendees who may experience chemical sensitivities may attend. Thank you.

*Next Meeting:*

*Wednesday, November 12, 2014, 4:30 p.m.  
Lakeside Garden Center  
666 Bellevue Ave, Oakland, CA*



**PARKS AND RECREATION ADVISORY COMMISSION**  
City of Oakland  
Wednesday, September 10, 2014, 4:30 P.M.  
Lakeside Park Garden Center, 666 Bellevue Avenue, Oakland, CA

**Meeting Minutes**

1. CALL TO ORDER:  
4:34pm

2. ROLL CALL:  
BELCHER, DU BOIS, FLORES, KADERA-REDMOND, MARSHALL, MILLER, PETERSON,  
ROSENBLOOM, SELNA, WU

Present: Belcher, Du Bois, Flores, Kadera-Redmond, Marshall, Miller, Rosenbloom, Selna

Arrivals: Wu (4:39pm) Peterson (4:46pm)

Staff: Parks and Recreation - Audree V. Jones-Taylor, Dana Riley, Diane Boyd, Desmona  
Armstrong, Harith Aleem; Planning and Building, Devan Reiff, Ed Manasse; Councilmember  
Kernighan staff Sandra Sanders-West

3. DISPOSITION OF MINUTES:

August 20, 2014 meeting minutes

**Motion:** Commissioner Miller entertained a motion to approve the August 20, 2014 meeting minutes with the stipulation that the Roll Call roster be changed to reflect that Commission Belcher was excused and not absent. **Moved by:** Commissioner Selna **Second by:** Commissioner Belcher. **Abstention by:** Rosenbloom **Motion Passed**

4. SPECIAL ORDERS:

5. PRAC PENDING LIST:

6. MODIFICATIONS TO THE AGENDA:

**Motion:** Commissioner Miller entertained a motion to modify the agenda and move Item 8E before Item 8D **Moved by:** Commissioner Du Bois **Second by:** Commissioner Peterson. Motion Passed

7. CONSENT NEW BUSINESS:

A. **REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FROM THE UNITED NEGRO COLLEGE FUND INC. FOR PERMISSION TO COLLECT ON-SITE DONATIONS AT THE 29<sup>TH</sup> ANNUAL WALK-A-THON FOR EDUCATION AT LAKESIDE PARK ON SATURDAY, OCTOBER 4, 2014:** Oakland Parks & Recreation received a request from the United Negro College Fund, Inc., a non-profit organization, to collect donations at the 29<sup>th</sup> Annual Walk-A-Thon for Education at Lakeside Park on Saturday, October 4, 2014. The Walk for Education is to help raise funds for minority students endeavoring to fulfill their educational dreams.

- B. REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FROM THE AMERICAN DIABETES ASSOCIATION FOR PERMISSION TO COLLECT ON-SITE DONATIONS AT THE STEP OUT TO STOP DIABETES 5K WALK/RUN AT SNOW PARK ON SATURDAY, OCTOBER 18, 2014:** Oakland Parks & Recreation received a request from the American Diabetes Association, a non-profit organization, for permission to collect on-site donations at the Step Out to Stop Diabetes 5k Walk/Run event at Snow Park on Saturday, October 18, 2014. The money collected and raised will go directly towards Type 1 and Type 2 diabetes research, to provide information about ways to prevent or delay Type 2 diabetes, and to advocate for those affected by diabetes.
- C. REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FROM PREVENTION INTERNATIONAL: NO CERVICAL CANCER FOR PERMISSION TO COLLECT REGISTRATION FEES, DONATIONS AND SELL EVENT-RELATED ITEMS ON-SITE AT LAKESIDE PARK ON SATURDAY, SEPTEMBER 21, 2013:** Oakland Parks & Recreation received a request from Prevention International: No Cervical Cancer (PINCC), a non-profit organization, for permission to collect onsite donations, registration fees and sell event-related items at their Walk for Women of Africa Walk-A-Thon on Saturday, September 20, 2014, at Lakeside Park. The funds raised will support African clinics that will benefit thousands of women by saving them from cervical cancer.
- D. REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FROM THE AMERICAN FOUNDATION FOR SUICIDE PREVENTION TO COLLECT DONATIONS AND SELL EVENT RELATED ITEMS ON-SITE AT THE OUT OF THE DARKNESS WALK-A-THON AT LAKESIDE PARK ON SATURDAY, OCTOBER 18, 2014:** Oakland Parks & Recreation received a request from the American Foundation for Suicide Prevention, a non-profit organization, for permission to collect on-site donations at their Out of the Darkness Walk-A-Thon on Saturday, October 18, 2014, at Lakeside Park. The funds raised will support suicide prevention and awareness.
- E. REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FOR THE BLACK COWBOY ASSOCIATION TO HAVE VENDORS AND SELL ON SATURDAY, OCTOBER 4, 2014, AT DEFREMERY PARK:** Oakland Parks and Recreation has received a request from the Oakland Black Cowboy Association, a non-profit organization, to have up to 20 vendors, on Saturday, October 4, 2014, at deFremery Park. They would also like to sell water, t-shirts and hats. The proceeds from fundraising efforts will continue to support the organization.
- F. REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO GRANT APPROVAL FOR MCCLYMONDS ACTION COMMITTEE TO HOLD THE REUNION ON SATURDAY, SEPTEMBER 27, 2014, AT DEFREMERY PARK AND TO COLLECT ON SITE DONATIONS:** Oakland Parks and Recreation received a request from McClymonds Action Committee to have an event on Saturday, September 27, 2014, at deFremery Park. Proceeds from this event will continue to support their organization and planning for the following year's event. Attached is the Post Event Report for 2013.

- G. **REQUEST FOR PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FOR YOUTH SPEAKS ORGANIZATION TO HAVE AN EVENT (LIFE IS LIVING) WITH VENDORS AT DEFREMERY PARK, ON SATURDAY, OCTOBER 11, 2014:** Oakland Parks and Recreation has received a request for the Parks and Recreation Advisory Commission to grant approval for the Life is Living Festival and to have vendors at deFremery Park on Saturday, October 11, 2014. Youth Speaks has held the Life is Living Festival for five years at deFremery Park.

**Motion:** Commissioner Miller entertained a motion to approve Consent New Business Items 7A – 7G. **Moved by:** Commissioner Belcher **Second by:** Commissioner Kadera-Redmond. **Motion Passed**

**Arrival: Commissioner Wu**

8. **NEW BUSINESS:**

- A. **REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FROM THE REDWOOD HEIGHTS ELEMENTARY SCHOOL PTA TO SELL AUCTION ITEMS, HOST AN ON-SITE AUCTION FUNDRAISER AND TO SELL BEER, WINE AND TICKETS AT THE DOOR AT THEIR SCHOOL AUCTION AT JOAQUIN MILLER COMMUNITY CENTER ON SATURDAY, NOVEMBER 15, 2014:** Desmona Armstrong presented the staff report for Item 8A. The Oakland Parks Recreation received a request from the Redwood Heights Elementary School PTA, a non-profit organization, which sought permission to sell auction items, host an on-site auction fundraiser, and to sell wine, beer and tickets at the door. All funds collected will support the ongoing resources and services at Redwood Heights Elementary School. This season will mark the second year the event is to be held at Joaquin Miller Park.

**Motion:** Commissioner Miller entertained a motion to approve the staff recommendation to grant the Redwood Heights Elementary School PTA permission to sell auction items, tickets, wine and beer, and to host an auction fundraiser at the Joaquin Miller Community Center on Saturday, November 15, 2014. **Moved by:** Commissioner Peterson **Second by:** Commissioner Selna. **Motion Passed**

- B. REQUEST FOR THE PARKS AND RECREATION ADVISORY COMMISSION TO APPROVE THE REQUEST FOR APPROVAL TO DEDICATE A TREE AND DECORATIVE BOULDER TO KARIN MASAL HURLEY:** The staff report for Item 8B was presented by Harith Aleem. The Oakland Parks and Recreation Advisory Commission reviewed a request from Valerie Kalb and Jenny Greenburg, representatives for the Temescal Masters Swim Team, who sought approval to dedicate a tree and decorative boulder to honor their friend, teammate and longtime Masters Swim Coach Karin Hurley, who passed away in 2013. They requested to plant a Strawberry Tree *Arbutus Marina*, a slow growth, low water use tree that flowers and bears non-edible fruit at the west end driveway of Temescal Pool. A decorative boulder approximately 2.5' x 2.5' x 2.5' with a 8" x 10" bronze plaque will be installed at the base of the tree. The plaque will contain a mermaid design and read:

Karin Masal Hurely, Mermaid Warrior, 1970 – 2013  
Beloved swim coach, spouse, mother, friend

The fruit of the Strawberry Tree is bitter, non-poisonous and is low maintenance.

**Arrival: Commission Peterson**

**Motion:** Commissioner Miller entertained a motion to approve the staff recommendation to grant the Temescal Masters Swim Team permission to dedicate a tree and decorative boulder to Karin Masal Hurley. **Moved by:** Commissioner Wu **Second by:** Commissioner Marshall  
**Abstention:** Peterson **Motion Passed**

- C. REQUEST THE PARKS AND RECREATION ADVISORY COMMISSION HOST A PUBLIC MEETING TO REVIEW AND ACCEPT THE COLISEUM AREA SPECIFIC PLAN:** The Parks and Recreation Advisory Commission reviewed the staff report and Power Point presentation by Devan Reiff from Planning and Building. The purpose of the public meeting was to solicit comments from the Parks and Recreation Advisory Commission (PRAC) and the public on the Draft Coliseum Area Specific Plan (Draft Specific Plan) and Draft Environmental Impact Report (DEIR); and associated General Plan amendments, Planning Code amendments (text and map changes), and new Design Guidelines (Related Documents).

**Commission Comments:**

Plan designs should include pathways to the shoreline and include bicycle lanes on the elevated walkway.

The plan depicted insufficient parks, recreational centers, outdoor facilities, dog parks and inadequate open space or plans for where people will play and recreate. Planning of recreational space and areas for outdoor activities must be incorporated during the planning process and not as an add-on. Plans should include open space, tennis courts, soft ball fields, play grounds basketball courts and dog parks.

Park Impact fees should be included in negotiations for City of Oakland development projects.

Planning staff informed the Commission that they had coordinated with all departments on the projected with the exception of OPR. Staff will schedule a meeting with the OPR Director to review concerns and omissions.

The Chair distributed a letter to the Commission prepared by Angela Robinson.

**Motion:** Commissioner Miller entertained a motion to accept the Coliseum Area Specific Plan report and requested that the both the subcommittee and staff meet with the Director of Parks and Recreation to review departmental concerns as related to the Plan, and to provide a follow-up report to the Commission. **Moved by:** Commissioner Peterson **Second by:** Commissioner Du Bois. **Motion Passed**

**Agenda Modification: Item 16**  
**Director's Report Part I – Naming Rights**

Director Jones-Taylor requested that the Commission contact the City's Attorney's office and offer to support preparing a new or modified comprehensive Naming Rights policy.

The City Administrator's office recommended 1 report with 2 resolutions including, 1) Naming Rights and Sponsorship and 2) Gift in Place.

OPR will request to raise the current Gift in Place limit of \$50k to \$550K. The PRAC and or the City Administrator should have the authority to accept the proposed Gift in Place at is cap without City Council approval. The City Council should have the authority to determine the receipt of monies over \$550K. Funders should have the option to determine at which park/facility their donations will be allocated.

OPR wants to upgrade and renovate its assets, and is not interested in replacing facilities.

Director Jones-Taylor requested to meet with the subcommittee and will seek comments from other members of the commission.

- D. **REQUEST THE PARKS AND RECREATION ADVISORY COMMISSION CONSIDER OPEN GRILLING WITHIN DESIGNATED AREAS WITHIN THE LAKE MERRITT PARKLANDS:** The Parks and Recreation Advisory Commission reviewed the informational staff report for Item 8D presented by Director Jones-Taylor. The Oakland Municipal Code (12.64.030) prohibits fires in parks, except at designated locations. However, there are no designated locations within the Lake Merritt parklands. In recent years, immense use of the Lake Merritt parklands for outdoor grilling warrants a review by the Parks and Recreation Advisory Commission to review potential changes to the municipal code and define designated locations for barbeques on Lake Merritt parkland. Parks and Recreation developed a parks ambassadors program and created a brochure used the educate park patrons on the City's regulation and ordinances. Some parks patrons and grillers have resorted to dumping hot coals onto grassy area. OPR and OPW are working to produce signs for posting throughout the park.

Commission Comments:

The Commission learned that OPW have additional staff on site to address the increased garbage production in the park. Some patrons bring bags to assist with staff efforts to maintain the site. User-ship is high on Saturdays and greater on Sundays. It has been observed that the Lake Shore "strip" is heavily used with park goes blocking traffic while off-loading their belongings.

Reinstating Park Rangers are the solution to enforcement of park regulations and must become a priority in the budget.

A subcommittee was formed including Commissioners Kadera-Redmond, Selna, Wu and DuBois as an alternate. The subcommittee will meet and identify possible areas to allow grilling in Lake Merritt Park, and will investigate grilling policies of other cities. The Commission recognized that the grilling season is coming to a close, and that they have November to April to address the issue.

Councilmember Kernighan staff Sandra Sanders-West commented that the councilmembers office receives a least two call each day regarding Lake Merritt. Callers and patrons are respectful, but complain about the lack of space and information, specifically educating the public about the park's bird sanctuary and status.

Note: Chair Miller departed at 6:34pm. Commissioner Wu assumed the post as Chair.

**Note: No action was taken on Item 8D**

**E. REQUEST FROM THE FRIENDS OF THE GARDENS AT LAKE MERRITT AND THE PUBLIC WORKS AGENCY FOR APPROVAL TO USE THE GARDEN CENTER AND GARDENS AT LAKE MERRITT TO FUNDRAISE AT THE AUTUMN LIGHT FESTIVAL ON FRIDAY, OCTOBER 17, 2014 & SATURDAY, OCTOBER 18, 2014:**

Director Jones-Taylor presented the staff report for Item 8E. The Parks and Recreation Advisory Commission reviewed a request from the Friends of the Gardens at Lake Merritt (FGLM) to have use of the Lakeside Park Garden Center and the Gardens at Lake Merritt to hold their fundraiser "The Autumn Light Festival" during the evening of Thursday October 23, (Dress Rehearsal) Friday and Saturday, October 17-18, 2014. The entire net event receipts will go to benefit improvements and publicity for the Gardens. This event was previously approved by the Parks and Recreation Advisory Commission (PRAC) in 2012 and 2013. Upstage Productions was hired to manage the Autumn Lights event.

The Commission made an inquiry into the possibility of illuminating pathways in the gardens for increased visibility without altering the light exhibit.

**Motion:** Commissioner Miller entertained a motion to approve the staff recommendation and



grant permission to the Friends of the Gardens at Lake Merritt to hold their Autumn Light Festival and fundraiser at Lakeside Park Garden Center and Gardens on October 17 and 16, 2014. **Moved by:** Commissioner Peterson **Second by:** Commissioner Selna. **Motion Passed**

9. CONDITIONAL USE PERMITS:

10. COMMUNICATIONS:

11. PRAC COMMITTEE REPORT:

12. ADVISORY COUNCIL REPORTS:

13. UNFINISHED BUSINESS:

14. COUNCIL REFERRALS:

15. OPEN FORUM:

16. DIRECTOR'S REPORT:

- A. Preferred and Approved Caterers: Savoy Catering was removed from the Preferred and Approved caterers' list in response to their request due to disappointment with their location at the 2013 An Intimate Evening event. Savoy business owners did not attend two caterers' meetings and did not respond to other communications, nor did the company participate in An Intimate Evening 2014, as per their agreement.  
Market Hall was inadvertently removed from the list, but has been reinstated.
- B. Curt Flood Field Funding Celebration: On September 10<sup>th</sup> Oakland Parks and Recreation received an NFL grant through the Oakland Raiders' for the renovation of the Curt Flood Field. In partnership with the Oakland Unified School District 120 children participated in the celebration on location.
- C. OPR will be hosting its annual community focus groups beginning in early November. Dates will be announced.
- D. Sundays in the Redwoods: OPR will host the Commission at the September 21<sup>st</sup> show. A special event table and seats will be provided. Robert Davila will provide parking passes which can be used the entire series.

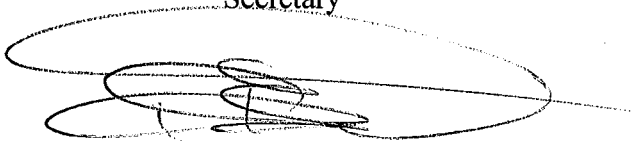
17. ANNOUNCEMENTS:

18. ADJOURNMENT:

7:10pm

Respectfully submitted,

 for:  
Audree V. Jones-Taylor  
Secretary



Diane Boyd  
Recording Secretary

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***Next Meeting:*** ***Wednesday, November 12, 2014, 4:30 p.m.***  
***Lakeside Park Garden Center***  
***666 Bellevue Ave, Oakland, CA***

CITY OF OAKLAND  
Interoffice Memorandum



**Oakland Parks and Recreation**

**TO:** Barry Miller, Chair, Parks and Recreation Advisory Commission  
**FROM:** Zermaine Thomas, Central Reservation Lead  
**DATE:** October 8, 2014  
**SUBJECT:** **REQUEST THAT THE PARKS AND RECREATION ADVISORY COMMISSION APPROVE THE HENRY J. KAISER ELEMENTARY SCHOOL PTA'S REQUEST TO COLLECT ENTRY FEES, SELL ALCOHOLIC BEVERAGES, AND HOST A LIVE AND SILENT AUCTION, AND TO ACCEPT DONATIONS AT THEIR ANNUAL FUNDRAISER ON SATURDAY, NOVEMBER 8, 2014 AT THE JACK LONDON AQUATIC CENTER.**

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**SUMMARY**

Oakland Parks and Recreation received a request from the Henry J. Kaiser Elementary PTA, a non-profit organization, for permission to sell drink tickets, allow Collection of funds for entry fees, silent and live auction and accept donations Saturday, November 8, 2014, at the Jack London Aquatic Center. All funds raised will support the 300 children that attend Kaiser Elementary School. This is Henry J. Kaiser Elementary School's first time using Oakland Parks and Recreation for their fundraiser and there is no Post Event Report.

**FISCAL IMPACT**

There is a positive fiscal impact; the organization is paying all fees associated with the rental for their event.

**PROGRAM DESCRIPTION**

The Kaiser PTA is planning to hold its 40<sup>th</sup> Annual Auction Fundraising Event to help raise funds to support Kaiser Elementary students. The actual event time is 6:00PM-10:00PM. Guests, parents and friends will be able to support this excellent school by purchasing tickets, auction items and making donations during this event. It is expected that up to 250 community members will attend this event.

**BACKGROUND**

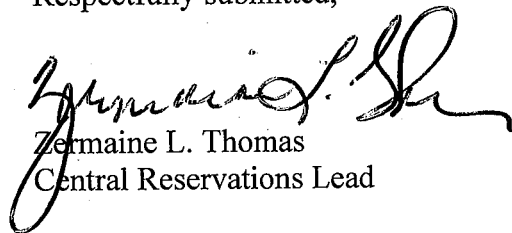
Henry J. Kaiser, Jr. Elementary School is a Community of Learners that serves a diverse group of 300 students, who come from neighborhoods all over the City of Oakland. The Kaiser PTA is a local unit of the Oakland Council, Peralta District of The California Congress of Parents, Teachers and Students, Inc. The Kaiser Elementary of California Distinguished School, Including: Music, Library, Gardening and computers.

Parks and Recreation Advisory Commission  
June 11, 2014

**RECOMMENDATION**

Staff recommends that the Park and Recreation Advisory Commission approve the Henry J. Kaiser Jr. Elementary School's PTA request to collect entry fees, sell alcoholic beverages, and host a live and silent auction, and to accept donations at their annual fundraiser on Saturday, November 8, 2014 at the Jack London Aquatic Center.

Respectfully submitted,



Zermaine L. Thomas  
Central Reservations Lead

Attachments: Exhibit A –Request Letter  
Exhibit B – Non-Profit Status  
Exhibit C – Facility Rental Application



Henry J. Kaiser, Jr.  
Elementary School  
PTA

**To:** City of Oakland Parks and Recreation Advisory Commission

**From:** Henry J. Kaiser Jr. Elementary School PTA

**Re:** Proposal Letter for Auction/Dinner Event at Jack London Aquatic Center on November 8, 2014

### **Brief History of Organization**

Henry J. Kaiser, Jr. Elementary School is a Community of Learners that serves a diverse group of 300 students, who come from neighborhoods all over the city of Oakland. The Kaiser PTA is a local unit of the Oakland Council, Peralta District of The California Congress of Parents, Teachers, and Students, Inc. The Kaiser PTA funds a number of important academic and enrichment programs that made Kaiser Elementary a California Distinguished School, including: Music, Library, Gardening and Computers.

### **Overview of Event**

The Kaiser PTA is planning to hold its **40<sup>th</sup> Annual Auction Fundraising Event** on **November 8, 2014** at the **Jack London Aquatic Center**. We anticipate 250 community members will attend this event, which includes a silent auction, live auction, and a buffet-style dinner.

### **Request to Collect Funds Onsite**

The Kaiser PTA plans to collect the following funds onsite:

Door ticket sales - \$1,000 (est. Most tickets sold pre-event)

Drink ticket sales - \$3,500 (est.)

Silent Auction bids - \$15,000 (est.)

Live Auction bids - \$12,000 (est.)

Donations - \$5,000 (est.)

### **Why Funds Are Being Collected Onsite**

While public education funding in California has improved, we have not yet returned to pre-recession funding levels, so we need the support of our community to provide the best-quality education for the 300 children that attend Kaiser Elementary.

### **Who Will Benefit From the Funds Being Collected**

The 300 children that attend Kaiser Elementary.

We look forward to your approval, and please contact us with any additional questions.

Nadia Bari (510-593-9167)

Monica Yu (510-866-3120)

Kaiser PTA Auction Committee

25 South Hill Court  
Oakland, CA 94618

Phone  
(510) 549-4900

Fax  
(510) 549-4904

[www.KaiserElementary.org](http://www.KaiserElementary.org)


**CALIFORNIA CONGRESS OF PARENTS, TEACHERS, AND STUDENTS, INC.**

930 Georgia Street • P.O. Box 15015 • Los Angeles, California 90015

(213) 620-1100 • FAX (213) 620-1411 • E-mail placala@aol.com • http://www.capta.org

July 9, 1998

 Henry J. Kaiser, Jr. Elementary PTA  
 PTA President  
 25 South Hill Court  
 Oakland, CA 94618

**BOARD OF DIRECTORS  
 1997-1998**

 ROSALINE TURNBULL  
 President

 LAVONNE McBROOM  
 First Vice President

 ARNIE ZIEGLER  
 Secretary

 NANCY HAMMOND  
 Treasurer

 KATHERINE NEILSON  
 Parliamentarian

 HARRIET SCULLEY  
 Vice President  
 Leadership Services

 JOYCE PEARISO  
 Vice President  
 Organizational Services

 JAN HARP DOMENE  
 Vice President  
 Communication

 JERRIE DAHLEN  
 Vice President  
 Community Concerns

 MARYANN MEMMER  
 Vice President  
 Education

 CARLA NIÑO  
 Vice President  
 Health

 DINAH SHOWMAN  
 Vice President  
 Parenting Education

 ANN DESMOND  
 Director of Legislation

 BARBARA LEDTERMAN  
 Chairman of  
 the District Presidents

Dear PTA President:

In response to request of this office concerning your PTA's tax-exempt status, a copy of our group ruling letter dated November 18, 1943, from Internal Revenue, which grants federal income tax exemption to all PTAs in California, is enclosed. You will note the Internal Revenue Code section at that time as referred to in the letter was 101(6)—now Section 501(c)(3) as indicated in all PTA bylaws in California. The group exemption number assigned to the California State PTA is GEN-0646.

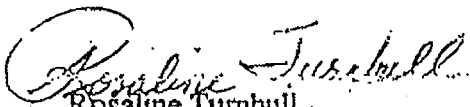
Also enclosed is a copy of the February 24, 1976 letter from Franchise Tax Board confirming PTA's exemption from state franchise or income tax under Section 23701d of the Revenue and Taxation Code.

Both the federal and state exemption letters cover all of our divisions—local units (associations), councils and districts. The letters are issued to the California Congress of Parents and Teachers, Inc. The corporate name was changed as indicated on this letterhead by vote of the annual convention on May 5, 1978, and has been recorded and filed with the Secretary of State with certificate endorsed on August 14, 1978.

Henry J. Kaiser, Jr. Elementary PTA was organized on February 18, 1981 according to our official records, and is chartered as a member organization of the California Congress of Parents, Teachers, and Students, Inc.

Henry J. Kaiser, Jr. Elementary PTA located at 25 South Hill Court, Oakland, CA 94618 in the Nineteenth District PTA, is a nonprofit, tax-exempt association under our group ruling.

Sincerely,

  
 Rosaline Turnbull  
 President

Enclosures

cc: Mae Monroe, Nineteenth District President

lw

Internal Revenue Service

Department of the Treasury

District  
Director

P.O. Box 2350 Los Angeles, Calif. 90053

Person to Contact:

FELICIA C MIRAFLO

PTA CALIFORNIA CONGRESS OF PARENTS  
TEACHERS & STUDENTS INC PTA-CA31  
930 GEORGIA ST  
LOS ANGELES, CA 90015-1322

Telephone Number:

213-894-2336

Refer Reply to:

EO-1102-92

Date:

NOV 05 1992

RE: PTA CALIFORNIA CONGRESS OF PARENTS  
TEACHERS & STUDENTS INC PTA-CA31  
95-1683870

Gentlemen:

This is in response to your request dated October 26, 1992 regarding the above named-organization.

A review of our records indicate that this organization was recognized to be exempt from Federal income tax under Internal Revenue Code section 501(c)(3). Group exemption number 0646 has been assigned to the parent organization and its subordinates. The determination letter issued in November 1943 continues to be in effect.

You should contact your parent organization for a copy of their determination letter.

If you need any further assistance, please feel free to contact our office at the above address or telephone number.

Thank you for your cooperation.

Sincerely,

Felicia C Mirafior  
Disclosure Assistant



Oakland Parks and Recreation  
 250 Frank H. Ogawa Plaza, Suite 3330, Oakland, CA 94612  
 Office: 510.238-3187; Facsimile: 510.238-2397



RENTAL APPLICATION

ATTENTION: \_\_\_\_\_

Date of Application: 8/23/14

\*RESIDENCY IS DETERMINED ACCORDING TO ADDRESS INDICATED ON DRIVER'S LICENSE OR STATE IDENTIFICATION CARD. PHOTO ID IS REQUIRED\*

Name of Business/Organization: Henri T. Kaiser Elementary PTA

Business/Organization Address: 25 South Hill Ct. Oakland 94618  
Street Address City Zip Code

Applicant Name: Nadia Bari

Applicant Mailing Address: 185 John St. Oakland 94611  
Street Address City Zip Code

Phone Number: 510-593-9187 Fax Number: \_\_\_\_\_ E-mail: nbari201@gmail.com

Facility/Park Name: Jack London Aquatic Center  
 Room(s)/Site(s): Main Room

EVENT INFORMATION

Date(s) of Event: November 8, 2014

Time In/Prep Time: 9:00am Actual Event Time: 6:00pm - 10:00pm Cleanup/Time Out: 11:00pm

Type of Event/Purpose: (be specific, i.e., Wedding Reception, Meeting, Birthday Party, Banquet, Picnic, BBQ, Walk, Run, Festival, Rally, Banquet, BarMitzvah/BatMitzvah, etc.) Fundraising Auction

General Public Allowed:  Yes  No Sound Amplification:  Yes  No Non-Amplified Sound:  Yes  No

Type of Equipment to be used: (i.e., musical instruments, live band, cd player, amplifiers, microphones, etc.) microphones, DJ

Note: Charging admission, selling tickets or merchandise, or solicitation of money in any manner must be approved by the Parks and Recreation Advisory Commission 60 days or more in advance of event date.

Number of Participants (Total): 250 Approximate # of Adults: 250 # of Teens: 0 # of Children/Infants: 0

Please provide below special accommodations/requests for your event. If no special accommodations required, please write NONE.

Will you require a caterer for your event? None  Yes  No

If yes, are you choosing a caterer from OPR's Approved Caterer's List?  Yes  No

Name of Approved Caterer: TBD

If not using an OPR Approved Caterer, provide name of non-approved caterer: \_\_\_\_\_

(Note: An Opt-Out Fee is applicable to non-approved Caterers and non-Catered events. See Attached Regulations)

RENTAL FEES (The minimum rental requirement and deposit are required when the facility of your choice is reserved 31 days or more in advance.)

Non-Refundable Permit Processing Fees:	
Picnic & Related Events: \$15 (50¢) per person	
Building Rentals/Special Events (Parks): \$30	
(1) <u>125 x 42 = 1500</u>	(7) Alcoholic Beverage Fee = <u>195</u>
<small>(Hourly Rate) (# of hours)</small>	
(2) _____ x _____ = _____	(8) Administrative Service Fee = <u>75</u>
<small>(Hourly Rate) (# of hours)</small>	
(3) Permit Processing Fee = <u>30</u>	(9) Caterer Opt Out Fee = <u>N/A</u>
(4) Deposit = <u>300</u>	(10) Sound Use Fee = _____
(5) Setup/Teardown = <u>150</u>	(11) Other Charges = _____
(6) Kitchen <u>2175</u> = <u>N/A</u>	

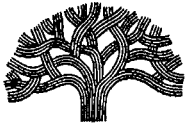
TOTAL: \$ 1250 Less Advance Minimum Payment of \$ 830 ; BALANCE DUE 30 DAYS BEFORE EVENT: \$ 420  
 (Deposits are refunded 6-8 weeks AFTER event date, provided the facility is left in acceptable condition and the event goes as planned.)

Please check payment type: Cash: \_\_\_\_\_ Check #: X Type of Credit Card: Visa or MasterCard: \_\_\_\_\_  
 (See attached Authorization for Credit Card Payment Form)

CANCELLATION FEE: 61 days or more notice: Forfeit 1/2 Deposit 30 days to 11 days notice: Forfeit Deposit Plus 1/2 Rental Fee  
 31 to 60 days notice: Forfeit Deposit 10 days or less notice: Forfeit All Fees

APPLICANT SIGNATURE: Nadia Bari DATE: 8/24/14





**CITY OF OAKLAND**  
Interoffice Memorandum

**Office of Parks and Recreation**

**TO:** Barry Miller, Chair, Parks and Recreation Advisory Commission PRAC  
**FROM:** Karis Griffin, Recreation Supervisor – Studio One  
**DATE:** October 8, 2014  
**SUBJECT:** **The Family of the Late Artist, Delores Williams Is Requesting Parks and Recreation Advisory Commission (PRAC) to Approve of ‘Memorial Art Exhibit & Sale’ Which Would Allow for On-Site Sale of the Late Artists’ Art Collection with Proceeds Going to Coach Art Non-Profit Organization**

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SUMMARY

The family of the late Artist, Delores Williams, is requesting that Parks and Recreation Advisory Commission (PRAC) approve on-site collection of money for art items sold for the benefit of Coach Art, nonprofit organization. The ‘Memorial Art Exhibit & Sale’ is scheduled for November 8<sup>th</sup> and 9<sup>th</sup> at Studio One Art Center. Delores Williams was born & raised in Oakland and spent her entire career in Oakland. As an artist, Delores Williams was very prolific, having had 3 one-woman exhibits in the Bay Area, as well as showings of her work in Norway. The event is expected to attract audiences from Oakland, San Francisco, Sacramento and across the Bay Area. This Memorial Art Exhibit & Sale proceeds will support programs provided by Coach Art Organization, an organization that Delores Williams embraced. Studio One believes that this event is a worthwhile event and is in line with OPR values by supporting children, art and sports.

FISCAL IMPACT

Studio One will provide 1 staff for each night to help monitor and supervise this event. The revenue generated from this event is \$1720.00 which will go to the Studio One self-sustaining fund.

PROJECT DESCRIPTION

The free event will be held from 2pm-6pm, on Saturday and Sunday. The day will involve a celebration of the art & life of the late Delores Williams. Refreshments will be served and special guests & family members will provide welcome & comments about Ms. Williams, her life and her artistry. The art items are expected to be purchased via credit card which our team is responsible.

BACKGROUND

Artists Delores Williams was born & raised in Oakland and spent her entire career in Oakland. As an artist, Delores Williams was very prolific, having had 3 one-woman exhibits in the Bay Area, as well as showings of her work in Norway. As a result, this Memorial Art Exhibit & Sale will attract audiences from Oakland, San Francisco, Sacramento and across the Bay Area. After the death of Ms. Williams, her family decided that a fitting tribute to her life and her art, would be a Memorial Art Exhibit & Sale featuring her remaining art collection. Proceeds from the Delores Williams Memorial Art Exhibit & Sale (with the exception of cost of event) will benefit CoachArt.

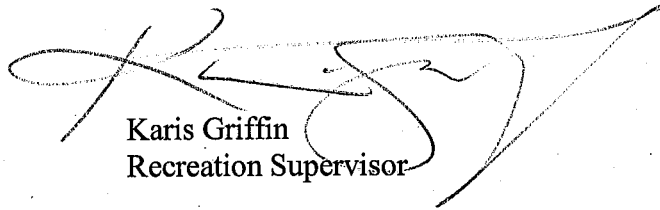
event) will benefit CoachArt.

CoachArt was founded in 2000, & incorporated as a 501(c)3 in 2001. It is dedicated to improving the quality of life for chronically ill children & their families by providing free lessons in the arts and athletics. CoachArt offers high-quality arts and athletics activities to over 2,000 children, with a pool of more than 800 qualified, trained, and screened volunteers. In 2011, the organization expanded into the San Francisco Bay, in partnership with Children's Hospital & Research Center Oakland. CoachArt has also supported programs at Studio One Arts Center. <http://coachart.org/>

**RECOMMENDATION**

Staff recommends the Park and Recreation Advisory Commission approve this application for the Memorial Art Exhibit & Sale of Art by the late Delores Williams.

Respectfully submitted,



Karis Griffin  
Recreation Supervisor

Attachments: Exhibit

- A- Letter of Request
- B- Photo of Artist Delores Williams Art



Delores Williams, Artist

Studio One Art Center,

On behalf of my family, I am writing to request the usage of the *Studio One Art Center* to hold a *Memorial Art Exhibit & Sale* for our mother, the late *Delores Williams*.

We would like to hold the event on Saturday & Sunday November 8 & 9, 2014, from approximately 1pm-6pm each day.

Proceeds from the event will benefit the not-for-profit organization **CoachArt, (501c3 # 94-3389547)**, an organization that currently works with *Studio One Art Center*, & one my Mother would have embraced fully.

Please inform us how best to proceed to make this event happen at *Studio One Art Center*. I have attached a photo of *Delores Williams* with one of her paintings, which she donated several years ago, to the *Oakland East Bay Symphony Auction*, in support of their children's programs.

Thanking you in advance for your kind consideration.

**Ms. Marvell Allen**  
510-568-3058



Dee William  
Marshall  
Formerly  
from a Series of  
fields  
Ms. 100

**CITY OF OAKLAND**  
Interoffice Memorandum



**Parks and Recreation Advisory Commission**

**TO:** City of Oakland Parks and Recreation Advisory Commission  
**FROM:** Laura Kaminski, Planner II, Strategic Planning, Planning and Building Department  
**DATE:** October 22, 2014  
**SUBJECT:** Parklet Pilot Program Extension, Informational Report

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**SUMMARY**

This is an informational report regarding the extension of the Pilot Program for Parklets in Oakland. A Parklet is the temporary use of space in the dedicated public right-of-way (parking spaces, unused bus stops, and other types of vehicular and non-vehicular zones) for public uses such as seating or bicycle racks. Staff will continue to gather information and use lessons learned to propose changes in the municipal code to govern Parklets in Oakland for a permanent program. For the purposes of the Pilot Program, Parklets are being processed as a Minor Encroachment Permit in accordance with Oakland Municipal Code Chapter 12.08, and will be subject to all requirements applicable to Minor Encroachment Permits.

**FISCAL IMPACT**

Once selected for consideration, the application will be processed as a Minor Encroachment Permit for a Permit Fee as set forth in the City's Master Fee schedule (currently \$1,133.73), as well as a \$127.00 inspection fee. This fee will cover staff time for processing and site inspection. The permit holder is responsible for the cost of maintaining the Parklet.

In addition to the criteria applicable to Minor Encroachment Permits, staff will consider a Parklet only if it is designated as Revenue neutral, which means: a) No loss of parking revenue at the selected location; or b) City staff has identified and created new metered spaces to bring in equivalent revenue as to what is being lost; or c) An annual lost meter revenue fee of up to \$14,442.44 (as specified in the City's Master Fee schedule) shall be paid to the City.

**BACKGROUND**

On September 19, 2014, a Notice of Parklet Opportunity was released to the public. Applications from interested parties are due on November 17, 2014. While newer to Oakland, Parklets have been successful in San Francisco and other cities around the world and have found success in Oakland as well. During the initial 2012 Pilot Program, some of the Parklets approved were not built for various reasons, so the City is proposing to extend the pilot program to allow the review of additional Parklet applications while the City works out the details on a future permanent program.

A Parklet is the temporary use of space in the dedicated public right-of-way (parking spaces, unused bus stops, and other types of vehicular and non-vehicular zones) for public uses such as seating or bicycle racks. Parklets will be publicly accessible space for the enjoyment and use of all Oakland citizens, and are privately constructed and maintained. It is envisioned that the Parklets will be located in areas with pedestrian activity, as additional seating areas for retail patrons, and in areas where there is a desire to create a more pedestrian-friendly environment.

Parklets are intended to be seen as pieces of street furniture, providing aesthetic enhancements to the overall streetscape. In place of car parking, a platform is built to extend the grade of the sidewalk into the street. Once the platform is installed, benches, tables, chairs, landscaping, and bike parking can all be placed on top in order to create a Parklet. Parklets must remain publicly accessible and will require signage to this effect. Table service is not permitted and alcohol is not allowed on the Parklets. Commercial signage and advertising are not permitted.

## KEY ISSUES AND IMPACTS

### Number and Location

There will be up to fifteen (15) Parklets selected in this pilot program extension. As much as possible, the selected Parklets will be distributed throughout the City.

Parklets must be set back one parking space from a corner and along a street with a speed limit of 25 mph or less (consideration may be given for other streets on a case by case basis). They may be allowed in white and green zones if the entity that originally requested the white or green zone agrees to repurpose that curb area. Parklets are not permitted to be placed in front of a hydrant or in a way that restricts access to any private or public utility or within a handicap space. Parklets shall not be placed in front of or adjacent to a multi-space parking meter (Kiosk) and a minimum clearance of six (6) feet shall be maintained around all Kiosks.

### Responsibilities

The Permit Holder for each Parklet will be required to:

1. **Carry Insurance.** Provide evidence of at least \$1 million in general liability insurance naming the City of Oakland as additional insured.
2. **Sign a Maintenance Agreement.** Sign a Maintenance Agreement with the City of Oakland that may require the Permit Holder to do the following:
  - a. Maintain all plants in good health.
  - b. Keep the Parklet free of debris and grime.
  - c. Keep the Parklet free of pests and vectors.
  - d. Adequately maintain all surfaces of the Parklet so they are not hazardous to Parklet users.
  - e. Sweep out debris from under the Parklet on an as-needed basis.
  - f. Keep any furniture such as tables, chairs and benches clean.
  - g. Access panels must be included in order to maintain the gutter and area underneath the Parklet.
  - h. Once a year before the rainy season power wash under the Parklet. Do not allow powerwash water to flow into the stormdrain. Use appropriate stormdrain inlet protection and stormwater best management practices. (see Mobile Cleaners guidelines at <http://cleanwaterprogram.org/resources/commercial.html>)
  - i. Unsecured furniture is not permitted after business hours if the Permit Holder is a business. If the Permit Holder is not a business, the hours for unsecured furniture will need to be included in the Maintenance Agreement.

### **Design Parameters**

1. Parklet plans must be designed and stamped by a licensed architect or engineer.
2. Along roadway, a railing height of 42" minimum with openings that do not allow larger than a 4" sphere to pass. A visible edge to the Parklet is required on all sides except for the sidewalk, which may consist of planters, railing, or cabling. The edges should be visually permeable or "see-through."
3. Parklets are intended to be aesthetic improvements to the streetscape, and materials will be required to be of high quality, durable, and attractive.
4. The width of the Parklet must not extend beyond six (6) feet from the curb line.
5. Safe hit posts and wheel stops, or approved equals, are required.
6. Access panels must be included in order to maintain the gutter and area underneath the Parklet and the design must allow for drainage along the gutter to pass underneath the Parklet.
7. If bike parking is provided, the bike racks can be at street grade.
8. Parklets must be accessible to individuals with disabilities per the Americans with Disabilities Act Accessibility Guidelines (ADAAG). People who use wheelchairs must be able to enter the Parklet and access all the primary features of the Parklet. Parklets shall not reduce the adjacent pedestrian travel way (sidewalk) width to less than 5 ½ feet clear. Parklets shall not interfere with the use of designated disabled parking zones; passenger loading zones; curb ramps; AC transit stops or other access features of the public right of way.
9. Where the Parklet utilizes parking spaces, the Parklet shall not exceed the length and width (6 ft width) of two (2) curb parallel parking spaces with a setback of a minimum of one (1) foot from either end of the parking space regardless of the length of the space. **Parklets proposed for parking spaces that are either angled or perpendicular to the curb will be reviewed on a case-by-case basis.**

### **Demonstrated Community Support**

As part of the application process, Applicants will be required to demonstrate community support for their Parklet. Evidence can be provided in the form of:

1. Notification or letters of support from local BID or CBD. If no BID or CBD is present, letters from adjacent businesses on the block.
2. Letters of support or a signed petition from institutions, residents or other adjacent organizations that should include the location of the Parklet, the home or business address of the supporter, and any comments.
3. Documentation about community meeting(s) held to discuss the Parklet proposal

### **Selection Process and Public Noticing**

The projects will be ranked according to the following criteria:

1. Good location – the proposed Parklet is likely to be well used and active
2. How it enhances the aesthetic quality of the streetscape
3. Innovative and unique design
4. Demonstrated community support for public space at the proposed location
5. Evidence that the Parklet will be well-maintained

Once the initial fifteen Applicants are selected, the Planning Department will provide copies of a Public Notice and the Applicant will be required to post them on site for 10 calendar days, informing the public that a permit is being considered to allow the installation of the Parklet at

the proposed location. Planning staff will provide mailing labels and notices to Applicants to mail to property owners adjacent to the proposed location and along the same side of the block and the block on the other side of the street. If there are no objections from the public, the Applicants will submit detailed plans and drawings showing all details, including finishes, plant species, and furniture types, as well as a Maintenance Plan and proof of insurance. Upon review and approval of a complete set of plans, a permit will be issued.

If there are objections from a resident, business owner, or property owner who lives or works adjacent or along the block of the proposed Parklet, a special meeting with planning staff in the Bureau of Planning will be scheduled.

### **Temporary Program**

A Parklet is a temporary structure and is not meant to be permanent. It needs to be movable, have access beneath for cleaning and for drainage and also to be re-movable. The initial permit will be for one year, with up to two annual renewals contingent upon the Permit Holder meeting its Maintenance Agreement. Parklet renewals will be charged an annual Renewal Fee. After three years, the Parklet permit may be extended as part of the more permanent program.

### **NEXT STEPS**

- **November 17: Applications due**
- After November 17: Staff review of applications
- January 5, 2015: Initial selections announced
- January 20: Applicants post Public Notice and mail notices
- January 30: 10 day public notice period ends, Applicants have 6 months to submit their final construction document package to Public Works
- July 30: Final construction document package due to Public Works

### **RECOMMENDATIONS:**

This report is informational.

Respectfully submitted,



LAURA KAMINSKI  
Planner II

### **ATTACHMENTS:**

Attachment A – Parklet Pilot Program Flyer

The Parklet application is located on the project webpage: [www.oaklandnet.com/parklets](http://www.oaklandnet.com/parklets)



# PILOT PROGRAM EXTENSION 2014

CITY OF OAKLAND

NOTICE OF PARKLET OPPORTUNITY - APPLICATIONS DUE 11/17/14



## WHAT ARE PARKLETS?

A Parklet is a new type of public space--an economical and creative solution to the desire for wider sidewalks. It is the temporary use of space in the dedicated public right-of-way (parking spaces, unused bus stops, and other types of vehicular and non-vehicular zones) for public uses such as seating or bicycle racks.

Parklets are publicly accessible space for the enjoyment and use of all Oakland citizens, which are privately constructed and maintained. It is envisioned that Parklets will be located in areas with heavy pedestrian activity, as additional seating areas for retail patrons, and also in areas where there is a desire to create a more pedestrian-friendly environment.

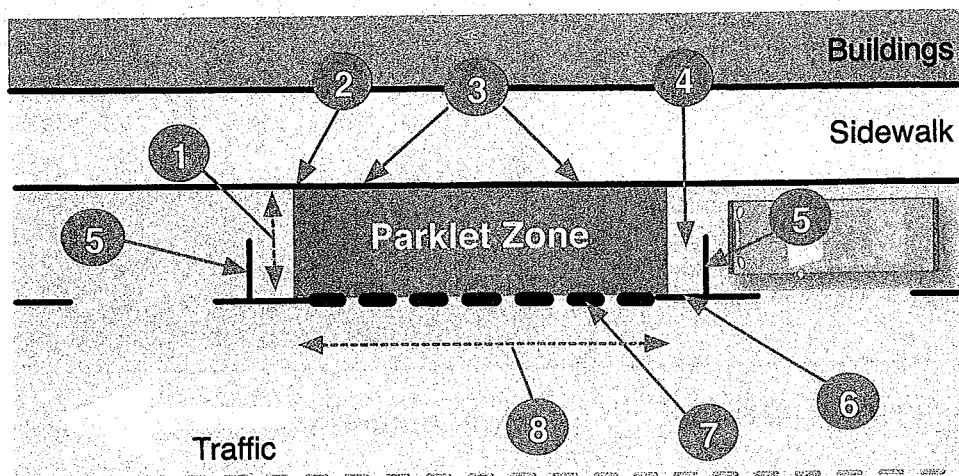
## WHAT CAN BE PUT ON A PARKLET?

Parklets can feature:

- ▶ Tables and chairs for public use
- ▶ Benches
- ▶ Planters and landscaping features
- ▶ Bicycle parking

While other uses are possible on a Parklet, please remember that the goal of these spaces is to provide room for people to sit and relax. For images of existing Parklets, please see the Oakland Parklet website: <http://oaklanent.com/parklets> as well as the San Francisco Pavement to Parks website: <http://sfpavementtoparks.sfplanning.org/>

## DESIGN AND PLACEMENT GUIDELINES



- 1 Max of 6' width
- 2 Maintain curbline drainage
- 3 Parklet decking flush with curb (1/2' gap max)
- 4 4' distance from parklet to wheel stop
- 5 3' wheel stop installed 1' from curb
- 6 Reflective soft hit posts
- 7 Visually permeable outside edge. Railing may be required
- 8 Generally 2 parking spots per parklet, expansion may be considered

# PILOT PROGRAM EXTENSION 2014



## WHO CAN INSTALL A PARKLET?

Business Improvement Districts, business owners, property owners, non-profits and community-based organizations may apply for a permit to install a Parklet. Other applicants may be considered on a case-by-case basis.

## WHY A PILOT PROGRAM EXTENSION?

While new to Oakland, Parklets have been successful in San Francisco and other cities around the world. During the initial Pilot Program in Oakland, some of the Parklets approved were not built for various reasons, so by extending the pilot program it will allow the City to work out what is best for a future permanent program. An additional 15 Parklets will be selected in the extension.

## DEADLINE FOR APPLICATIONS

Applications are due on **November 17, 2014**. An informational meeting will be held on October 14, 2014, 5:30 - 6:30 pm in Hearing Room 4 of City Hall.

## HOW WILL THE CITY EVALUATE YOUR PROPOSAL?

### 1. Suitable Location

- ▶ Parklet site is at least one parking spot in from a corner.
- ▶ Proposed location has a posted speed limit of 25mph or less.
- ▶ The proposed street has parking lanes and minimal slope.
- ▶ Proposed location does not block a hydrant, utilities, and is not within a handicap space.

### 2. Community Support

- ▶ At a minimum, we ask that you demonstrate support from your immediate neighbors and any relevant community or merchant group(s).
- ▶ Letters of support and/or petition from local BID, institutions, businesses, and residents.

### 3. Clear and Well-Thought Out Design

- ▶ Parklet contributes to the beauty and character of the neighborhood.
- ▶ Material can easily be maintained, installed, and removed if necessary.
- ▶ Design is innovative and unique as well as it meets all guidelines, including those on this flyer and any specific requirements contained in the notice.
- ▶ Must be able to submit final construction documents within 6 months of permit being submitted.

## THE FINE PRINT...

### Maintenance

If your project is selected, you will be required to provide daily maintenance of the Parklet. You will be required to sign a maintenance agreement with the City of Oakland, to keep all plants in good health, and to keep the Parklet free of debris and grime. The surface must be maintained adequately. Unsecured furniture is not permitted after business hours. Parklet permit holders will be required to powerwash once a year. Table service is not permitted and alcohol is not allowed on the Parklets.

### Liability

Applicants must provide evidence of liability insurance for a minimum coverage of \$1,000,000, naming the City of Oakland as additional insured. The insurance coverage must be in force for the duration of the permit. Most businesses already carry this insurance. Please check with your provider.



Questions regarding  
the Oakland Parklet  
Pilot Program  
should be directed  
to:

**LAURA KAMINSKI, Project Manager**  
**Bureau of Planning**  
**510-238-6809**  
**lkaminski@oaklandnet.com**

[www.oaklandnet.com/parklets](http://www.oaklandnet.com/parklets)

**CITY OF OAKLAND**  
Interoffice Memorandum



**Office of Parks and Recreation**

**TO:** Barry Miller, Chair, Parks and Recreation Advisory Commission  
**FROM:** Darin Ranelletti, Planning and Building Department  
**DATE:** October 22, 2014  
**SUBJECT:** **PUBLIC HEARING ON (A) STATUS OF THE OAKLAND ZOO'S PREVIOUSLY APPROVED CALIFORNIA EXHIBIT PROJECT IMPLEMENTATION AND (B) RECOMMENDATION TO CITY COUNCIL OF A 53-ACRE CONSERVATION EASEMENT IN KNOWLAND PARK TO PROTECT THE ALAMEDA WHIPSNAKE, WHICH FURTHER IMPLEMENTS THE JUNE 2011 PROJECT APPROVALS, CONDITIONS OF APPROVAL AND MITIGATION MEASURES FOR THE PROJECT. (CEQA DETERMINATION: RELIANCE ON PREVIOUSLY APPROVED 2011 SUBSEQUENT MITIGATED NEGATIVE DECLARATION/ADDENDUM)**

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SUMMARY

In 2011 the Parks and Recreation Advisory Commission (PRAC) recommended approval of an amendment to the Oakland Zoo Master Plan involving the expansion of the Zoo and construction of a new California Exhibit (Project) which included the potential for a conservation easement in Knowland Park to protect the Alameda whipsnake. The amendment was ultimately approved by the City Planning Commission and the City Council.

The purpose of this report is to (a) provide an update of the Zoo's implementation of the approved Project; and (b) seek PRAC's recommendation to the City Council of the proposed 53-acre conservation easement in Knowland Park, which further implements the June 2011 Project approvals, conditions of approval and mitigation measures for the Project. Although the City is not legally required to again seek PRAC's recommendation on the conservation easement since that policy matter was already considered in 2011, it is nevertheless doing so in the interests of greater public participation and transparency.

Planning staff recommends approval of the Zoo's proposed conservation easement. The conservation easement implements the previous City Council approvals and maintains the appropriate balance between protection of sensitive natural resources and public use of park land because (a) the conservation easement area has been determined to be the area with the highest quality whipsnake habitat and is threatened by existing conditions, (b) the proposed conservation easement area outside the Zoo's perimeter fence already is generally inaccessible because of steep terrain and dense vegetation and the area within the perimeter fence also has restricted access, and (c) approximately 319 acres of open space in Knowland Park would be available for public access.

### FISCAL IMPACT

Pursuant to the management agreement between the City and the Zoo, the City provides an annual subsidy of at least \$172,414 to the Zoo for operating the Zoo and managing Knowland Park. The agreement allows the Zoo to request additional funding from the City with approval from the City Council. This additional subsidy has varied year-to-year.

The cost of the California Exhibit Project is approximately \$61 million. According to the Zoo, to date it has raised nearly \$51 million (83 percent) for the Project. Major public and private funders of the Project include: (1) \$15 million grant from the Wayne and Gladys Valley Foundation; (2) \$12 million from City of Oakland Measure G; (3) \$7 million grant from the California Department of Parks and Recreation's Nature Education Facilities Fund; (4) \$4 million grant from the Bechtel Foundation; and (5) \$3.5 million from the East Bay Regional Park District's Measure WW. The balance of funds raised has come from private individuals and foundations. All funds received are maintained in a restricted account. In addition, the Zoo has secured a \$10 million bank line of credit to bridge expenses during construction.

Costs associated with implementing the conservation easement are included in the Zoo's budget for the project. Included as part of the conservation easement would be a financial endowment to guarantee funds are available for activities associated with managing the conservation easement. Therefore, neither the Project nor the conservation easement would result in a direct negative fiscal impact to the City beyond the annual City subsidy to the Zoo.

### BACKGROUND

The City Council originally approved the Master Plan to expand the Oakland Zoo in 1998. In 2009 the Zoo submitted a request to amend the Master Plan to, among other things, reduce the size of the expansion area from approximately 62 acres to approximately 56 acres, replace the previously approved shuttle bus system with a new aerial gondola system, reconfigure visitor amenities and animal exhibits, introduce a new veterinary hospital, and add a new overnight camping area. The revisions to the Master Plan were reviewed and recommended for approval by the PRAC and the City Planning Commission. In June 2011 the City Council unanimously approved the amended Master Plan determining, in part, that the Project would improve the 1998 Master Plan, would further enhance a City-owned facility by providing a unique and valuable recreational and educational opportunity for visitors, is consistent with applicable General Plan policies and zoning regulations, would not result in new significant environmental impacts or a substantial increase in previously identified significant impacts, and would continue to allow public access to a substantial amount of open space in Knowland Park and the surrounding area.

In accordance with the California Environmental Quality Act (CEQA), the City prepared a Mitigated Negative Declaration (MND) for the Project in 1998, and a Subsequent Mitigated Negative Declaration/Addendum (SMNDA) in 2011. Both the 1998 MND and the 2011

SMNDA identified impacts to habitat for the Alameda whipsnake and identified mitigation measures to reduce such impacts to less than significant levels. The 2011 mitigation measures required, in part, either a conservation easement in Knowland Park and/or purchase of mitigation bank credits. At the time, it was estimated that approximately 45 acres would be necessary to mitigate the impacts to the whipsnake habitat, subject to state and federal resource agencies' review, revisions (including increasing mitigation requirements), and approval.

Over the past three years, the Zoo has taken steps to implement the approved Master Plan, including constructing the new Veterinary Hospital (now complete), submitting various applications to regional, state, and federal resource agencies to obtain their approvals, responding to questions/concerns from those agencies, and coordinating with City staff.

### ***Previous City Approval of Conservation Easement Concept***

The City Council already considered and provided for the conservation easement in 1998 when it approved the Zoo Master Plan and again on June 21, 2011, with approval of the amendment to the Zoo Master Plan. The City Council's approval of the California Exhibit includes mitigation measure 14(c) requiring the Zoo to obtain permits from the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) for the potential impacts to the Alameda whipsnake, including compensatory mitigation for impacts to whipsnake habitat.

The June 2011 City Council imposed mitigation measure 14(c) states in part:

The project applicant shall provide compensatory mitigation of impacts to Alameda Whipsnake habitat. Such mitigation shall be provided at a ratio of no less than 1:1 (at least one acre for every acre of impact), ***subject to any increase in this ratio that may be required by the resource agencies***. There is adequate area within Knowland Park to achieve this mitigation ratio. Subject to approval of the resource agencies, mitigation shall be achieved through habitat restoration and enhancement within the California Exhibit boundaries, the Ecological Recovery Zone, and other locations within Knowland Park, at another restoration location with an Alameda Whipsnake habitat restoration plan area approved by the U.S. Fish and Wildlife Service and the California Department of Fish and Game, through the purchase of mitigation credits at a mitigation bank within the East Bay region or some combination of these options. [emphasis added]

Thus, the City Council mandated the location options for the compensatory mitigation required by the state and federal resource agencies, including Knowland Park within the California Exhibit boundaries and in other areas of the Park. Additionally, the June 20, 2011, City Council Agenda Report acknowledged that the Draft Mitigation and Monitoring Plan (Draft MMP) prepared by Swaim Biological included a proposed conservation easement in Knowland Park, including use restrictions.

The June 2011 City Council Agenda Report states in relevant part:

If a conservation easement is created in Knowland Park, the Draft MMP identifies a potential *45 acre area* that would be suitable for the easement with approximately *30 acres located within the undeveloped area of the proposed Zoo perimeter fence* and *approximately 15 acres located outside of the perimeter fence* to the north in an area of steep slopes and dense vegetation, *plus other suitable acreage in other areas of Knowland Park*. As required by the state and federal agencies, no new roads, trails or structures would be allowed within the easement area and EBZS would be required to establish an endowment to fund ongoing habitat management in the easement area. Since the City owns the Zoo and Knowland Park, it would need to grant, through an ordinance adopted by the City Council in a separately noticed action at a later date, the conservation easement if that option is pursued. [emphasis added]

#### PROJECT DESCRIPTION

The Zoo is seeking City approval of a conservation easement in Knowland Park to mitigate impacts to the Alameda whipsnake in accordance with the requirements of CDFW, USFWS, and approved Master Plan. During the negotiations with state and federal resource agencies, CDFW and USFWS required the Zoo to increase the compensatory ratios for impacts to whipsnake habitat thereby increasing the conservation easement area from approximately 45 acres to approximately 53 acres (an increase of approximately eight acres). Although the compensatory ratios have increased, the area of impacted habitat has actually *decreased*. **Attachment A** shows the impacted area and required conservation area comparing the 1998 Master Plan, 2011 Amended Master Plan, and current proposal.

The conservation easement will impose requirements to conserve, protect, and enhance whipsnake habitat. Long-term monitoring and management of the habitat funded by an endowment will be required ensuring that the habitat will be protected in accordance with the state and federal permit conditions. Additionally, conservation easements are binding covenants that run with the land and are enforceable by injunction. Key elements of the proposed conservation easement are contained in **Attachment B**.

The location of the proposed conservation easement is shown in **Attachment C**. Approximately 30 acres would be located within the approved perimeter fence of the Zoo expansion, similar to what was estimated in 2011. Approximately 22 acres would be located outside the perimeter fence in Knowland Park, compared to approximately 15 acres estimated in 2011 (for a difference of approximately eight acres). Public access to the conservation area outside the perimeter fence would be restricted, although the area would not be fenced; signage would be installed informing the public of the presence of the conservation area and the access restrictions.

**Attachment D** contains a draft of the proposed conservation easement and **Attachment E** contains photos of the proposed conservation easement area.

As documented by the Zoo's biological consultants in the state and federal permit applications, whipsnake habitat in Knowland Park is threatened by the rapid spread of invasive species and the encroachment of native sapling coast live oaks and California bay trees due to fire suppression efforts, which shade existing shrubs and contribute to the succession to woodland habitat. The mitigation requirements for the Project, including the conservation easement, will reverse these threats and provide for the long-term protection of whipsnake habitat.

Designating areas for the protection of sensitive biological resources is a common park purpose and these types of conservation areas successfully coexist with recreation uses. For example, the California State Parks Strategic Action Plan 2014-2014 mission statement exemplifies this idea: "The mission of the California State Parks is to provide for the health, inspiration, and education of the people of California by helping to preserve the State's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation." In a letter to the Zoo dated September 8, 2014, the California Department of Parks and Recreation determined that the proposed conservation easement does not violate the "public park purposes" clause in the 1975 state deed granting Knowland Park to the City of Oakland.

### KEY ISSUES

Below is a discussion of the key issues surrounding the proposed conservation easement.

#### ***Planning and Zoning Considerations***

In approving the Zoo Project in 1998 and 2011, the Planning Commission and City Council determined that the Project is consistent with the Oakland General Plan and zoning regulations.

Knowland Park is encompassed by two different land use classifications in the Land Use and Transportation Element of the General Plan. The west-central portion of the park where the existing Zoo, the existing Arboretum, and the proposed California Exhibit are located is designated as Urban Open Space. According to the General Plan, areas designated as Urban Open Space should be primarily used for active or passive recreation. The areas of Knowland Park located outside of the existing Zoo, the existing Arboretum, and the proposed California exhibit, in the far western portion of the park between Interstate 580 and the Zoo and in the eastern portion of the park to the east of the proposed California Exhibit area, are designated as Resource Conversation areas in the General Plan. According to the General Plan, Resource Conversation areas are places where natural resources should be conserved.

Knowland Park is divided into two different zoning districts roughly equivalent to the two General Plan land use classifications for the park. The western portion of the park where the existing Zoo, the existing Arboretum, and the proposed California exhibit are located is in the OS-SU (Open Space – Special Use) zone. The portion of Knowland Park located east of the existing Zoo and the proposed California Exhibit is in the OS-RCA (Open Space – Resource Conservation Area) zone.

The property proposed for the conservation easement is located in both the Special Use and Resource Conservation Area designations of the General Plan and zoning. Of the conservation easement area's 53 acres, about 48 acres are located in the Special Use area and 5 acres are located in the Resource Conservation area. These designations, however, do not impose requirements for the preservation, protection, enhancement, or maintenance of whipsnake habitat. In fact, many different types of uses that could be inconsistent with the protection of whipsnake habitat are currently allowed in these open space areas under the General Plan and Planning Code. Consequently, the whipsnake habitat is not currently protected merely because it is located in a City park.

The Oakland Planning Code allows a variety of uses as either conditional or permitted uses in the 48 acre OS-SU zone, including: (a) caretaker's quarters; (b) botanical gardens; (c) trails and paths; (d) electric gas and telephone distribution lines and poles; (e) water, storm drainage, and sewer lines; (f) park, recreational and civic uses consistent with a Master Plan; (g) child care centers; (h) 25 different types of community assembly civic activities including, among others, athletic fields, basketball courts, tennis courts, clubhouses, dog play areas, food service, gyms, horseback riding, playgrounds, and recreation centers; (i) cultural civic activities such as conservatories, historic residences, museums and planetariums; (j) park offices; (k) 15 different types of extensive impact activities such as auditoriums, campsites, driving ranges, golf courses, amphitheaters, stadiums and arenas, and zoos; (l) horse stables; (m) restaurants; (n) nurseries; and (o) accessory activities and buildings, including, among other uses, street furniture, fences, walls, kiosks, irrigation systems, maintenance sheds, and rest rooms.

In the five-acre OS-RCA zone, the Oakland Planning Code allows the following uses, among others, either as conditional or permitted uses: (a) trails and paths; (b) utility lines; (c) park, recreational, and civic uses consistent with a Master Plan whether or not the uses are listed in the Planning Code table of conditional and permitted uses; (d) horseback riding; (e) picnic areas; (f) playgrounds; (g) unimproved campsites; (h) reservoirs and water supply tanks; (i) wildlife preserve; (j) community gardens; and (k) accessory activities and buildings, including, among other uses, street furniture, fences, walls, kiosks, irrigation systems, maintenance sheds, and rest rooms.

The proposed conservation easement conditions will identify the permitted and prohibited uses in the easement area. These provisions will ensure that this high quality whipsnake habitat will be



protected by removing the potential for inconsistent development and habitat modification that could occur under the existing General Plan and zoning designations.

### ***Public Access***

In approving the Zoo Master Plan in 1998 and 2011 the City Council made a policy decision that it is in the City's interest for the Zoo to expand into Knowland Park. The area inside the perimeter fence (approximately 56 acres) even without the conservation easement would already prevent access to areas of Knowland Park currently enjoyed by the public. Public access to the conservation easement area would also be restricted in order to further the conservation goals of the easement. It is anticipated that the area would not be fenced, but rather contain signage indicating that a conservation area exists and public access is restricted.

Planning staff does not believe that the public's enjoyment of Knowland Park will be substantially impacted by the proposed conservation easement because the majority of the easement area will be located within the already-restricted perimeter fence and the easement area outside the perimeter fence consists of steep and rugged terrain with dense vegetation making it virtually inaccessible to most park users. Of the 490 acres in Knowland Park, the public would still have access to approximately 319 acres (or approximately 65 percent).

### ***Mitigation Alternatives***

The Zoo is proposing a conservation easement in Knowland Park to meet its mitigation requirements because it believes it is the most feasible option for securing the necessary state and federal approvals for the approved Project. The Zoo has explored purchasing mitigation bank credits and establishing a conservation easement at an off-site location (see **Attachment F**). Key reasons for rejecting these alternatives include the following:

1. Mitigation Bank Credits: There are no existing or planned mitigation banks serving the Project area.
2. Off-Site Conservation Easement: State and federal resource agencies prefer on-site conservation easements because they are located closest to the area of impact. In the case of Knowland Park, an individual Alameda whipsnake was discovered during the review of the 2011 amendment of the Master Plan. One of the primary goals of the conservation easement is to protect that individual (and others if they exist in the park). Off-site mitigation would not protect the area of the known individual. The Zoo researched the possibility of buying land at another location to establish an off-site conversation easement and did not find a suitable location. Off-site locations must support an existing whipsnake population (in addition to habitat) verified through surveys and must be contiguous with area supporting other populations so that they aren't isolated pockets of land.

### ***Public Opposition***

There has been substantial public interest in the Zoo Master Plan, both support and opposition to the Plan, since it was first approved in 1998. **Attachment G** contains arguments made by the primary opponents to the Project, the Friends of Knowland Park and the California Native Plant Society, and staff's responses.

Recently, the California Native Plant Society submitted comments specifically regarding the proposed conservation easement (see **Attachment H**). These concerns are summarized below with staff's response to each argument.

1. Conservation Easement and Public Access Restrictions Not Adequately Discussed in 2011: CNPS argues that the conservation easement and public access restrictions were not thoroughly reviewed in 2011 because they did not appear in Project-related documents until two weeks before the City Council vote on the Project and were located in the middle of 250+ pages of a staff report.

Staff Response: The conservation easement was thoroughly discussed throughout the review of the project in 2011 and the concerns raised about the conservation easement recently were also raised by Project opponents in 2011. The Biology Section of the 2011 SMNDA (section 3.3 pages 3.3-34 to 3.3-36 and pages 3.3-38 to 3.3-39) thoroughly discussed the Project's impacts on Alameda whipsnake habitat and the compensatory mitigation requirements, including a conservation easement. Specifically, mitigation measure 14(c) provided, in relevant part, that mitigation of at least 1:1 be provided and there was adequate acreage in Knowland Park, both within and outside the Project's boundaries (the Zoo perimeter fence), to accomplish this. The SMNDA was presented to the PRAC in March 2011 when they reviewed, considered, and recommended approval of the Project. Thus, the PRAC recommended approval of the Project with the understanding of the potential need for a conservation easement.

In response to the SMNDA, the Friends of Knowland Park (Friends) submitted comments dated March 14, 2011, wherein they expressed the same concerns they are expressing today – that existing open space/park land should not be used to mitigate for the loss of whipsnake habitat caused by the Project. Also, the attorneys for the Friends (Shute, Mihaly & Weinberger) in a separate March 14, 2011, letter to the City requested a conservation easement be established, ostensibly in Knowland Park. Similarly, in an April 27, 2011, letter to the City, the Friends also requested legally binding and enforceable mitigation measures to protect the Alameda whipsnake. The proposed conservation easement would be legally binding and enforceable.

The April 27, 2011, City Planning Commission Staff Report responded to the above concerns by expressly referencing the SMNDA discussions in section 3.3 and mitigation

measure 14c (see Attachment C, Response to Public Comments, page 6, Item #8).<sup>1</sup> Thus, the Planning Commission approved the Project with the understanding of the potential need for a conservation easement and the objections raised by Project opponents.

In direct response to the Friends' and their attorneys' requests, additional information was provided in the June 21, 2011, City Council Agenda Related Materials about the whipsnake mitigation measures. Specifically, there is a detailed discussion on pages 11-13 of the City Council Agenda Report (see excerpts above), including express references to Attachments I and L. Attachment I is the May 31, 2011, Draft Whipsnake Mitigation & Monitoring Plan, prepared by recognized whipsnake expert Karen Swaim, which discusses a conservation easement in Knowland Park and the accompanying public access restrictions and includes a map showing the potential location of the conservation easement. Attachment L is a June 2, 2011, WRA letter report which addresses the relative costs of a conservation easement versus use of a mitigation bank.<sup>2</sup>

In separate June 21, 2011, letters to the City, the Friends, CNPS, and their attorneys all raised similar objections to the proposed conservation easement that they are now raising.

In sum, the PRAC, Planning Commission, and City Council were all fully aware of the potential need for a conservation easement and objections to such back in 2011 when the Project was approved.

2. Conservation Easement Area Not Equal Value to Impacted Habitat: CNPS argues that the Zoo expansion destroys the best habitat in Knowland Park and that the habitat value of the proposed conservation easement area is not of equal quality.

Staff Response: The habitat in the proposed conservation easement is high-quality core chaparral habitat for the Alameda whipsnake. Swaim Biological, a recognized Alameda whipsnake expert retained by the Zoo, has determined that the habitat within the proposed conservation easement area is the highest quality whipsnake habitat in Knowland Park.

3. Alternative Zoo Expansion: CNPS argues that virtually no mitigation requirements would apply if the Zoo expansion is moved off the ridgeline and relocated to within or closer to the existing Zoo.

Staff Response: In 2011 the Friends of Knowland Park developed an alternative concept for the expansion of the Zoo that located the proposed California Exhibit closer to the

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<sup>1</sup> The April 27, 2011, City Planning Commission Staff Report is available on the City's website at <http://www2.oaklandnet.com/Government/o/PBN/OurOrganization/PlanningZoning/OAK029904>.

<sup>2</sup> The June 2, 2011, City Council Agenda Report is available on the City's website at <https://oakland.legistar.com/LegislationDetail.aspx?ID=907468&GUID=472A967B-B1D8-4A5E-ADA9-E27CF8F53781&Options=&Search=>.

existing Zoo. The Zoo reviewed the alternative concept and concluded that the concept would contribute to degradation of sensitive landscape features such as stream corridors and oak groves, contribute to erosion of exceptionally steep slopes, create inappropriate and non-animal-friendly exhibits, diminish accessibility to a wide range of visitors including people with disabilities, and increase capital costs by more than \$10 million. For these reasons, the Planning Commission rejected the alternative concept, as did the City Council when it previously approved the Project.

4. Zoo's Financial Capability: CNPS argues that there is no evidence that the Zoo will have sufficient funding to build and operate the project.

Staff Response: As explained above, it appears the Zoo has adequate funding to construct the Project. Regarding funding for ongoing habitat conservation efforts, the proposed conservation easement will include an endowment to ensure that funds are available for the long-term management and monitoring of the conservation easement area. In addition, the Project's conditions of approval require an annual Implementation Plan to demonstrate that adequate funding exists for required habitat enhancement activities the Zoo will be responsible for in Knowland Park. In response to concerns about the Zoo's financial capabilities to implement the Project, the Zoo has submitted additional financial information (see **Attachment I**).

## ***CEQA***

Project opponents have argued that an Environmental Impact Report (EIR) is required for the Project. A thorough environmental analysis has been done for the Project including a Mitigated Negative Declaration in 1998 and a Subsequent Mitigated Negative Declaration/Addendum (SMNDA) in 2011.<sup>3</sup> An Alameda County Superior Court rejected a lawsuit filed by the Friends of Knowland Park and the California Native Plant Society after the 2011 approval alleging violations of CEQA and planning law. An appeal was not filed; the Court's judgment is final.

The details of the proposed conservation easement do not constitute new information resulting in new significant environmental impacts or an increase in the severity of previously identified significant impacts requiring preparation of an EIR because the conservation easement and its potential to change in size was previously identified, as explained above, and the conservation easement would result in an environmental benefit. Therefore, no further environmental review is required for the proposed conservation easement.

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<sup>3</sup> The approved SMNDA was previously provided to the PRAC in 2011. The document is available for review at the Department of Planning and Building, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California, 94612. The SMNDA is also available on the City's website at <http://www2.oaklandnet.com/Government/o/PBN/OurServices/Application/DOWD009158>.

RECOMMENDATION

Planning staff recommends approval of the Zoo's conservation easement. The conservation easement implements the previous City Council June 2011 Project approvals, conditions of approval and mitigation measures for the Project and maintains the appropriate balance between protection of sensitive natural resources and public use of park land because (a) the conservation easement area has been determined to be the area with the highest quality whipsnake habitat and is threatened by existing conditions, (b) the proposed conservation easement area outside the Zoo's perimeter fence already is generally inaccessible because of steep terrain and dense vegetation and the area within the perimeter fence also has restricted access, and (c) approximately 319 acres of open space in Knowland Park would be available for public access.

Accordingly, staff recommends that the PRAC recommend to the City Council approval of the proposed 53-acre conservation easement, which further implements the June 2011 Project approvals, conditions of approval and mitigation measures for the Project.

Respectfully submitted,



Darin Ranelletti  
Deputy Director

Attachments:

- A - Comparison Chart of Whipsnake Impacts/Mitigation Measures
- B - Key Elements of Conservation Easement
- C - Map of Conservation Easement Area & Perimeter Fence
- D - Draft Conservation Easement
- E - Photos/Vantage Points of Easement Area Outside Perimeter Fence
- F - Letter from WRA (dated October 13, 2014)
- G - Planning Staff Responses to Arguments Raised by Project Opponents
- H - Letter from California Native Plant Society (dated October 7, 2014)
- I - Letter from Zoo (dated October 10, 2014)

**ATTACHMENT A**

# Comparison of Alameda Whipsnake Potential Impacts/Mitigation for California Exhibit Project in Knowland Park

October 22, 2014

Estimates	Approved 1998 Master Plan	Approved 2011 Amended Master Plan	2014 Project Implementation
<p>Acreage of Potential Impact<sup>1</sup></p>	<p>36.3 Direct Effects 58 Enclosed by Shuttle Road 94.3 Total Acreage<sup>2</sup></p>	<p>19.70 Permanent Effects 3.07 Temporary Effects 22.77 Total Acreage<sup>3</sup></p>	<p>16.07 Permanent Effects 4.36 Temporary Effects 20.43 Total Acreage<sup>4</sup></p>
<p>Required Ratio</p>	<p>If the 1998 approval had been pursued, it would be subject to agency requirements:  1:1 for temporary effects; 3:1 for permanent effects.</p>	<p>2011 Draft Mitigation Monitoring Plan: Plan: 1:1 for temporary effects; 2:1 for low disturbance permanent effects in animal exhibit areas; 3:1 for permanent effects; <i>subject to revision by agencies.</i></p> <p>2011 City conditions and mitigation measures required compliance with state and federal requirements and <b>acknowledged Knowland Park could be used for the conservation easement.</b></p>	<p>State and federal agencies required 1:1 for temporary effects and 3:1 for all permanent effects.</p>
<p>Acreage of Required Conservation Easement</p>	<p>108.9 acres for direct effects;  Additional acreage would be required for temporary impacts and could be required for shuttle road enclosure impacts.</p>	<p>30.02 Within Perimeter Fence 14.92 Outside Perimeter Fence 44.94 Total Proposed Acreage</p> <p>Subject to revision by agencies.</p>	<p>30.16 Within Perimeter Fence 22.41 Outside Perimeter Fence 52.57 Total Acreage</p>

<sup>1</sup> Includes potential impacts to grassland, coyote brush scrub, chaparral, oak woodland, Diablan sage scrub, non-native cover and barren areas.  
<sup>2</sup> Determined from Table 3.3-1 in SMND/A.  
<sup>3</sup> Determined from Table 3.3-1 in SMND/A removing 1.33 acres of impact from Veterinary Hospital in totals.  
<sup>4</sup> Determined from revised Table 2 in CDFW submittal of March 19, 2014. Refinement to project plans were made in response to resource agency direction and to avoid sensitive resources as required by City conditions of approval/mitigation measures. Temporary impacts increased since the 2011 estimate (based on conceptual plans) after preparation of detailed site mapping and construction drawings for project implementation.

**ATTACHMENT B**



**Summary of Key Terms of the Proposed Conservation Easement for the  
Oakland Zoo California Trail Exhibit**

TERM	SUMMARY	CITE
<b>Parties</b>	Grantor: City of Oakland Grantee: Wildlife Heritage Foundation Permittee: East Bay Zoological Society Third-Party Beneficiaries/ Signatory Agencies: CDFW and USFWS	
<b>Easement Area</b>	52.57 acres in Knowland Park.	Recital A
<b>Easement Purposes</b>	Retain the Easement Area in a natural, restored, or enhanced condition in perpetuity.  Protect Conservation Values, which are wildlife and habitat, including Alameda whipsnake, native and non-native grasslands, northern coyote brush scrub, Diablan sage scrub, chamise chaparral, and coast live oak woodland.	Recital B § 1
<b>Prohibited Uses in the Easement Area</b>	Any activity inconsistent with the Easement purposes. The following activities, unless specifically allowed in the Permits and Management Plan: <ul style="list-style-type: none"> <li>• Commercial, industrial, residential, and institutional uses</li> <li>• Agriculture, except grazing for vegetation management</li> <li>• Recreational activities, except non-commercial ones by Grantor, Permittee, and Third-Party Beneficiaries</li> <li>• Construction or development</li> <li>• Subdivision</li> <li>• Removing vegetation, except for fire breaks, trail/road maintenance, or disease</li> <li>• Use of motorized vehicles, except on existing roads</li> <li>• Depositing or accumulating any materials, including soil, trash, ashes, etc.</li> <li>• Introducing non-native plants or animals</li> <li>• Disrupting the surface or subsurface, such as</li> </ul>	§ 3

	<p>by filling, dumping, excavating, etc.</p> <ul style="list-style-type: none"> <li>• Altering the surface or general topography, including any alterations to habitat</li> <li>• Altering natural water bodies or degrading water quality</li> <li>• Separating mineral, air, or water rights, except with Grantee's consent</li> <li>• Unlawful activities</li> <li>• Unseasonable watering, application of chemicals, weed abatement, and fire protection</li> </ul>	
<b>Grantee's Rights</b>	<p>Preserve and protect Conservation Values.</p> <p>Access the Easement Area for monitoring and enforcement of Easement, Permits, and Management Plan.</p> <p>Prevent inconsistent activities and require restoration of damage.</p> <p>Retain mineral, air, and water rights and put them to beneficial use for the Easement.</p> <p>Terminate and extinguish all development rights.</p> <p>Enforce Easement</p>	<p>§ 2</p> <p>§ 7(b)</p>
<b>Grantee's Duties</b>	<p>Comply with obligations of the Permits and Management Plan.</p> <p>Perform at least annual compliance monitoring inspections.</p> <p>Prepare and submit reports on compliance monitoring inspections.</p>	<p>§ 4</p>
<b>Grantor's Reserved Rights</b>	<p>All rights of ownership that are not inconsistent with the Easement.</p>	<p>§ 6</p>
<b>Grantor's Duties</b>	<p>Grant and convey rights to Grantee</p> <p>Prohibit uses inconsistent with Easement</p>	<p>§2</p> <p>§3</p>
<b>Permittee's Duties</b>	<p>Prevent trespass that may harm Conservation Values or violate Easement.</p> <p>Protect and defend Grantee's rights.</p> <p>Comply with obligations of the Permits and Management Plan.</p>	<p>§ 5</p>

<b>Permittee's Financial Duties</b>	<p>Bear sole responsibility and costs for ownership, operation, and maintenance of Easement Area.</p> <p>Bear sole responsibility for obtaining any permits or approvals required for the Easement.</p> <p>Pay taxes and keep free of liens.</p> <p>Indemnify Grantee, Grantor and Third-Party Beneficiaries for claims arising under the Conservation Easement.</p> <p>Bear all costs of enforcement by Grantee, if Grantee prevails in enforcement action.</p>	<p>§ 9</p> <p>§ 7(a)</p>
<b>Third-Party Beneficiaries' Rights</b>	<p>Access the Easement Area.</p> <p>Enforce the Easement.</p>	§ 14(m)
<b>Grantee's Remedies</b>	<p>If violation occurs, Grantee must give written notice to Permittee and demand it be cured.</p> <p>If Permittee fails to cure within 30 days, Grantee may bring legal action for damages and enforcement.</p> <p>In emergency circumstances, Grantee may pursue remedies without giving notice or demanding cure.</p>	§ 7
<b>Transfer</b>	<p>Grantee may transfer or assign Easement after giving 60 days' notice to, and receiving approval from, Permittee, Grantor, and Signatory Agencies.</p> <p>Grantor and Permittee must obtain consent of Grantee and Signatory Agencies before granting any interest in the Easement Area.</p> <p>Grantor and Permittee must incorporate Easement by reference in any legal instrument conveying any interest in the Easement Area.</p>	§ 10
<b>Binding on Successors</b>	<p>The Easement runs with the land in perpetuity and is binding upon, and inures to the benefit, of successor parties.</p>	§ 14(f)
<b>Reversion</b>	<p>If Grantee fails to properly hold Conservation Easement, then it will revert to the State or to another qualified holder.</p>	§ 7(f)
<b>Extinguishment</b>	<p>If the Easement Purposes become impossible to accomplish, the Easement can only be terminated or extinguished by a court.</p>	§ 9(c)
<b>Public Access</b>	<p>Easement does not convey a general right of access to the public.</p>	§ 8

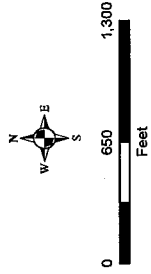
<b>Environmental Liability</b>	Permittee agrees it has no knowledge of Hazardous Materials in the Easement Area and will indemnify Grantee, Grantor and Third Party Beneficiaries for claims relating to Hazardous Materials.	§ 14(i)
<b>Funding</b>	Endowment funding (responsibility of the Permittee under the terms of the Permit) for the perpetual management, maintenance, and monitoring of the Easement Area is specified and governed by the Permits and Management Plan.	§ 14(n)

**ATTACHMENT C**

Oakland Zoo  
Oakland  
Alameda County  
California

Attachment C

Conservation Easement  
Lands for the Oakland  
Zoo California Exhibit  
Project in Knowland Park



Map Date: August 2014  
Map By: Chris Zimwail  
Base Source: USGS January 2013



Perimeter Fence

2014 Conservation Easement Boundary

Area Adjusted based on USFWS/CDFW Requirements

Knowland Park Boundary

**Knowland Park Acreages**

490 Acres Total Knowland Park (KP)

43 Acres Existing Zoo

50 Acres Arboretum and Related Facilities

56 Acres California Exhibit and Ecological Recovery Zone within Perimeter Fence (PF)

341 Acres Balance of Open Space in KP

52.57 Acres Conservation Easement Total

30.16 Acres Conservation Easement within PF

22.41 Acres Conservation Easement outside PF

7.63 Net increase from 2011 in acreage of Conservation Easement area based on USFWS/CDFW requirements and project refinements

**ATTACHMENT D**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Wildlife Heritage Foundation  
563 Second Street, Suite 120  
Lincoln, California 95648  
Attn: Patrick Shea, Executive Director

Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by CITY OF OAKLAND ("Grantor"), in favor of WILDLIFE HERITAGE FOUNDATION, a public-non-profit land trust under section 501 (c)(3) of the Internal Revenue Code ("Grantee"), with reference to the following facts:

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property containing approximately \_\_\_\_\_ acres, located in the City of Oakland, County of Alameda, State of California, and designated Assessor's Parcel Number(s) 048-5655-003, 048-6162-001-08, 048-6162-001-09, 048-6162-001-10, 048-6162-007, 048-6402-005-01, 048-6402-002-01, 048-6405-001-02, 048-6407-003-01, 048-6408-002-01, 048-6409-001, 048-6410-003-01, 048-6411-001, 048-6411-002, 048-6413-003-30 (the "Property"). The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over a 52.57 acre portion of the Property (the "Easement Area"). [CITY STAFF TO REVIEW AND CONFIRM LEGAL DESCRIPTION]. The Easement Area is legally described and depicted in Exhibit B attached to this Conservation Easement and incorporated in it by this reference. [CITY STAFF TO REVIEW AND CONFIRM LEGAL DESCRIPTION].

B. The Easement Area possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Easement Area will provide high quality natural, restored and/or enhanced habitat for Alameda whipsnake (also known as Alameda striped racer) (*Masticophis lateralis*) and contain native and non-native grasslands, northern coyote brush scrub, Diablan sage scrub, chamise chaparral, and coast live oak woodland. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Area.

C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes



pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

D. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

E. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a "qualified organization" as defined in section 170(h)(3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

F. The East Bay Zoological Society ("EBZS"), a California nonprofit public interest corporation which operates and manages the Oakland Zoo and Knowland Park pursuant to an Agreement between the EBZS and City of Oakland, is the Permittee for the California Endangered Species Act Incidental Take Permit No. 2081-2013-038-03 dated [insert date] and the Biological Opinion [insert tracking no.] dated [insert date] more fully described below in Recital G.

G. This Conservation Easement is granted pursuant to the California Endangered Species Act Incidental Take Permit No. 2081-20130038-03, dated [insert date] by and between EBZS and the Bay Delta Region of CDFW, and the Biological Opinion [insert tracking number], dated [insert date], by and between East Bay Zoological Society and the Sacramento Field Office of the USFWS (collectively the "Permits"). The Permits provide mitigation for certain impacts of the Oakland Zoo California Exhibit Expansion Project (the "Project"), located in the City of Oakland, County of Alameda, State of California and each requires implementation of a final Long-Term Management Plan (the "Management Plan") created thereunder. CDFW, and USFWS are together referred to in this Conservation Easement as the "Signatory Agencies".

A final, approved copy of the Permits and Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor or Permittee, or any successor or assign, requires an official copy of the Permits and Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The Permits and Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

H. All section numbers referred to in this Conservation Easement are references to

sections within this Conservation Easement, unless otherwise indicated.

## COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Easement Area will be retained forever in its natural, restored, or enhanced condition as contemplated by the Permits and the Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor and Permittee intend that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the Permits and the Management Plan.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor and Permittee hereby grant and convey the following rights to Grantee:

- (a) To preserve and protect the Conservation Values of the Easement Area.
- (b) To enter the Easement Area at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the Permits and the Management Plan and to implement at Grantee's sole discretion Permit and Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's or Permittee's authorized use and quiet enjoyment of the Easement Area.
- (c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.
- (d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement.
- (e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, nor any other property adjacent or otherwise.

3. Prohibited Uses.

Any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, Permittee, Permittee's agents and third parties are expressly prohibited:

- (a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except as specifically provided in the Permits or Management Plan.
- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except as specifically provided in the Permits or Management Plan.
- (c) Agricultural activity of any kind except grazing for vegetation management as specifically provided in the Permits or Management Plan.
- (d) Recreational activities, including, but not limited to, horseback riding, biking, hunting, or fishing, except for non-commercial, recreational activities of the Grantor, Permittee, or third parties, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan.
- (e) Commercial, industrial, residential, or institutional uses.
- (f) Any legal or de facto division, subdivision or partitioning of the Easement Area.
- (g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except as specifically provided in the Permits or Management Plan.
- (h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- (i) Planting, introduction or dispersal of non-native or exotic plant or animal species.
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any of these purposes.
- (k) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Easement Area with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Permits or Management Plan.

- (l) Removing, destroying, or cutting of trees, shrubs or other vegetation,

except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; except as specifically provided in the Permits or Management Plan.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except as specifically provided in the Permits or Management Plan.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor and/or Permittee, the Easement Area, or the use or activity in question.

#### 4. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Observe and carry out the obligations of Grantee pursuant to the Permits and Management Plan;

(2) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Easement Area; and

(3) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis.

(b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

#### 5. Permittee's Duties.

Permittee shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area or that are otherwise inconsistent with this Conservation Easement. In addition, Permittee shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of

Permittee under the Permits and the Management Plan.

6. Reserved Rights.

Grantor reserves to itself and Permittee, and to their successors and assigns, all rights accruing from Grantor's ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Permittee of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Permittee fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Permittee fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Permittee, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to Permittee or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Permittee agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Permittee, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by

negligence or breach of this Conservation Easement, shall be borne by Permittee.

(b) Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's and Permittee's Control.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor or Permittee for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's or Permittee's control, including, without limitation, fire not caused by Grantor or Permittee, flood, storm, and earth movement, or any prudent action taken by Grantor or Permittee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Enforcement: Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permits or the Management Plan. If at any time in the future Grantor or Permittee uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Permittee receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Permittee to comply consistent with any prior uncured Notice(s) of Violation, Permittee shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be valid, a Notice of Conflict shall be given within fifteen (15) days of the date Permittee receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Permittee shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Permittee shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Permittee to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Permittee's ability to

claim a conflict.

(f) Reversion.

If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the Permits or the Management Plan then, pursuant to California Government Code Section 65965(c), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities.

Permittee retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area. Permittee agrees that neither Grantor nor Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Easement Area, the monitoring of hazardous conditions on it, or the protection of Permittee, the public or any third parties from risks relating to conditions on the Easement Area. Permittee remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes, No Liens

Permittee shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Permittee shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Permittee for any labor or materials furnished or alleged to have been furnished to or for Permittee at or for use on the Easement Area.

(b) Hold Harmless.

(1) Permittee shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of

any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Permittee shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(2) Permittee shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") and shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and collectively, "Grantor's Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause and (ii) the existence or administration of this Conservation Easement. *Provided, however,* that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties or Grantor's Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party or the Grantor Indemnified Party, as applicable, Permittee shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, as applicable, or reimburse the Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, as applicable, for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Easement Area.



(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Permittee, Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Easement Area is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Easement Area.

Grantor and Permittee agree to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor or Permittee divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. Grantor and Permittee agree that the deed or other legal instrument shall also incorporate by reference the Permits, the Management Plan, and any amendment(s) to those documents. Grantor and Permittee further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor or the Permittee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Permittee, Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Permittee, Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Permittee: East Bay Zoological Society  
Post Office Box 5238  
Oakland, CA 94605  
Attn: CEO/President

To Grantor: City of Oakland  
  
250 Frank Ogawa Plaza  
Planning and Zoning Department  
Attn: Darren Ranelletti

To Grantee: Wildlife Heritage Foundation  
563 Second Street, Suite 120  
Lincoln, CA 95648  
Attn: Patrick Shea, Executive Director

To CDFW: Department of Fish and Wildlife  
Bay Delta Region  
7329 Silverado Trail  
Napa, CA 94558  
Attn: Regional Manager

With a copy to: Department of Fish and Wildlife  
Office of General Counsel  
1416 Ninth Street, 12th Floor  
Sacramento, CA 95814-2090  
Attn: General Counsel

To USFWS: United States Fish and Wildlife Service  
Sacramento Field Office  
2800 Cottage Way, W-2605  
Sacramento, CA 95826-1846  
Attn: Field Supervisor

or to such other address a party or a Signatory Agency shall designate by written notice to Permittee, Grantor, Grantee and the Signatory Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Permittee, Grantor and Grantee and written approval of the Signatory Agencies, which

approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Easement Area is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Permittee, Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65965. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This document (including its exhibits and the Permits and Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Easement Area.

(g) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Easement Area, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Permittee represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area.

(2) Without limiting the obligations of Permittee under Section 9 (b), Permittee hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Permittee shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(3) Without limiting the obligations of Permittee under Section 9 (b), Permittee hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties and Grantor's Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Area at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party and/or Grantor Indemnified Party, as applicable, with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party and/or Grantor Indemnified Party, as applicable, or any of their employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties or Grantor's Indemnified Parties, as applicable, by reason of any such Claim, Permittee shall, at the

election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, as applicable, for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or any Third-Party Beneficiaries any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

(5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. § 5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"); and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and Third-Party Beneficiaries that activities upon and use of the Easement Area by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of the Easement Area. Permittee represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Easement Area Assessment and Warranty signed by Permittee and attached as an exhibit to the Permits and the Management Plan, there are no outstanding mortgages, liens, encumbrances or other interests in the Easement Area (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement *or* the holder of any outstanding mortgage, lien, encumbrance or other interest in the Easement Area (including, without limitation, mineral interest) which conflicts or is inconsistent with this Conservation Easement has expressly subordinated such interest to this Conservation Easement by a recorded Subordination Agreement approved by Grantee and the Signatory Agencies.

(k) Additional Interests.

Grantor and Permittee shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor and Permittee grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Easement Area, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Easement Area. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Conservation Easement and complies with Section 10. Grantor and Permittee shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) Recording

Grantee shall record this Conservation Easement in the Official Records of the County in which the Easement Area is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Grantor, Permittee and Grantee acknowledge that the CDFW, and USFWS (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Easement Area and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Easement Area is specified in and governed by the Permits and the Management Plan.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the

day and year first above written.

**GRANTOR:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form:

General Counsel  
State of California  
Department of Fish and Game

BY:

Insert General Counsel Representative  
General Counsel

**PERMITTEE**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form

BY: \_\_\_\_\_

Signature: \_\_\_\_\_

Agency: United States Fish and Wildlife Service

Date: \_\_\_\_\_

DRAFT

**ATTACHMENT E**

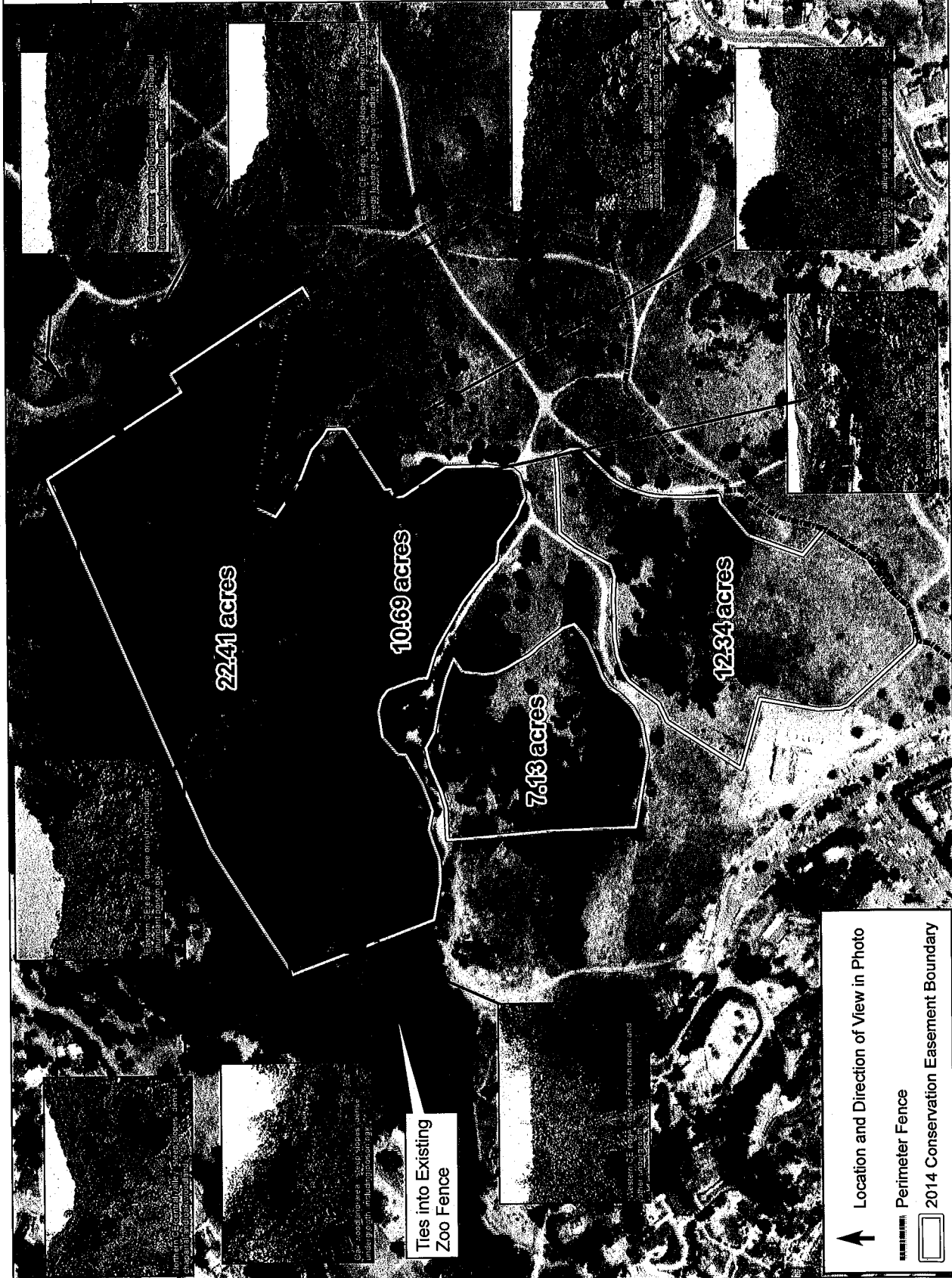


Oakland Zoo  
Oakland  
Alameda County  
California

Attachment E  
Representative Images  
of Conservation  
Easement Area  
Outside the  
Perimeter Fence



Map Date: August 2014  
Map By: Chris Zumwalt  
Base Source: USDA NADP 2012



Location and Direction of View in Photo

Perimeter Fence

2014 Conservation Easement Boundary

Ties into Existing  
Zoo Fence

Path: L:\ncad 2000 Files\0300020156\garciamap\chats\map 1 Photos 11x17 20140902.mxd

**ATTACHMENT F**



Nik Dehejia  
Chief Financial Officer  
East Bay Zoological Society  
P.O. Box 5238  
Oakland, CA 94605

Ben Guillon  
WRA  
Director - Mitigation Banking  
999 18th Street, Suite 3000  
Denver, CO 80202

October 13, 2014

Dear Nik,

The East Bay Zoological Society ("EBZS") requested WRA to provide an evaluation of the feasibility of purchasing land in Oakland for the purpose of providing mitigation for Alameda whipsnake (AWS) for the Oakland Zoo Expansion Project. EBZS requested that WRA specifically analyze the Leona Heights and Panoramic Hill areas of Oakland. Additionally, we have listed several issues associated with pursuing the option of purchasing land outside of Oakland in the Alameda whipsnake range and challenges with attempting to secure alternative compensatory mitigation than the proposed conservation easement in Knowland Park.

Based on our review, we do not believe that the Leona Heights or Panoramic Hill areas would be viable options as mitigation lands for the Zoo Project. Additionally, several fundamental challenges would impede securing approval of alternative compensatory mitigation lands as a substitute for all or a portion of the proposed conservation easement in Knowland Park.

#### Leona Heights and Panoramic Hill Areas

WRA evaluated the quality of the habitat for AWS in both areas as well as the availability of parcels large enough to accommodate EBZS needs.

WRA retrieved price information available for vacant lots located in these two areas and that are either currently for sale or have been sold within the past year. In order to provide additional color on the market, we also provided price information on recent home sales in these areas and vacant lot sales in neighboring areas.

The Leona Heights area presents some of the characteristics of AWS habitat. However the area is separated from other AWS habitat areas by residential development and there are no confirmed records of AWS on or adjacent to the property. Without documented presence or adjacency to known occupied habitat, it is unlikely that this or other off-site locations would be

acceptable to the Resource Agencies for compensatory mitigation purposes. In addition, an old mine in the area is a major environmental hazard. Dr. Mbanugo, who owns the parcel containing the mine, has been in legal battle with the California environmental agencies for years. For these reasons, we don't believe that California Department of Fish and Wildlife (CDFW) would look favorably upon an easement located in this area.

From a real estate transaction standpoint, the ownership is highly fragmented and no large parcel could be purchased. Given the risks and costs of a transaction involving multiple landowners, we don't believe this option is viable.

Our research shows only one recent vacant lot sale. The price per acre was \$200,000. Two houses have sold in the past 90 days in this area for \$501,000 and \$590,000. The average lot size was 0.2 acres.

Address	Price	Size in acres	Price per acre	Development	Status
4142 Mountain View Ave, Oakland,	\$501,000	0.16	\$ 3,185,921	Built	Sold on 08/19/14
4217 Mountain View Ave, Oakland,	\$590,000	0.24	\$ 2,432,828	Built	Sold on 09/03/14
6301 Leona St, Oakland	\$400,000	2.0	\$ 200,000	undeveloped	Sold on 12/24/13

Portions of the Panoramic Hill Area present strong characteristics of AWS habitat and likely connectivity with other AWS habitat areas. However, most of the AWS habitat in this area is included either in the Claremont Canyon Regional Preserve or is under ownership by the University of California – Berkeley campus. Private land in the area contains little characteristics of AWS habitat. In addition, the area has been subdivided and many of the lots could be developed in the future. For these reasons, we believe that it would be difficult to find parcels that meet CDFW's requirements for suitable mitigation, even for smaller-sized parcels.

From a real estate transaction standpoint, the ownership is highly fragmented and no large parcel could be purchased. Given the risk and costs of a transaction involving multiple landowners, we don't believe this option is viable.

Our research shows only one vacant lot for sale in the area. The listing price per acre was \$636,445. Two houses have sold in the past year in this area for \$1,185,000 to \$3,300,000. The average lot size was 0.35 acres. We found a 3 acre vacant lot currently offered for sale directly east of the Panoramic Hill area for \$233,333 per acre.

Address	Price	Size in acres	Price per acre	Development	Status
837 Panoramic Way, Oakland	\$70,000	0.11	\$ 636,445	undeveloped	for sale
27 Tanglewood Rd, Berkeley	\$3,300,000	0.3	\$ 12,692,308	Built	Sold on 04/25/14
285 Stonewall Rd, Berkeley	\$1,185,000	0.4	\$ 2,890,244	Built	Sold on 11/20/13
38 Dos Osos, Orinda,	\$700,000	3.0	\$ 233,333	undeveloped	for sale

#### Issues Associated with Acquiring Property in the AWS range:

If the EBZS were required by the City to pursue acquiring property outside of Oakland and in the AWS range to substitute for the current proposal to establish a conservation easement in Knowland Park, which has been reviewed by the CDFW and the U.S. Fish and Wildlife Service (the Resource Agencies), we caution that this proposal will meet with the following difficulties:

- **Unsuitability of Off-Site Mitigation Lands to Address Project Impacts** - Based on our experience, the Resource Agencies are unlikely to accept mitigation outside of the Oakland Hills area because: (1) the Resource Agencies have a policy of requiring impacts to be mitigated as close as possible to the impacted area; (2) the Resource Agencies consider the AWS habitat in the Oakland hills to be the most threatened

habitat for AWS; (3) the conservation easement in Knowland Park includes the highest quality core habitat for the AWS in Knowland Park; (4) the conservation easement includes the habitat where the snake was trapped during the protocol surveys and thus is the best habitat available to mitigate any impacts to AWS on the site; (5) given that the impact to habitat will occur in Knowland Park and that there is suitable habitat directly adjacent to the impacted area, the proposed conservation easement will provide the best quality mitigation land and lands outside of Knowland Park would not be comparable in terms of mitigation value for the AWS population on site. Consequently, a conservation easement in Knowland Park, which includes the core AWS habitat as currently proposed by the EBZS, would be the most favored location by the Resource Agencies because of its immediate proximity to the impacted area.

- **Limited Availability and Complications in Off-Site Mitigation Lands in Oakland -** The area close to the City has been subdivided and zoned for residential use. Residential lots are usually \$100,000s per acre, even for the lots that are currently not buildable (please see price points above). The cost of the mitigation would be prohibitive, particularly given that suitable mitigation land is available in Knowland Park and has been negotiated with the Resource Agencies over the past three years. In addition, assembling a large land area (i.e. from 8 to 52 acres) would require conducting negotiations with most likely multiple landowners and would take many months, or possibly longer, would likely be costly, and would have an uncertain outcome.
- **Complications in Securing Agency Authorizations -** Finally, if EBZS were required to adjust all or even just some of the compensatory mitigation from Knowland Park to another off-site property, the Biological Opinion from the USFWS would require complete revision and this is equivalent to restarting the regulatory process. The new property would need to be reviewed and evaluated by the Resource Agencies and they would need to determine that it is suitable and serves as adequate mitigation for the project impacts in Knowland Park. Obtaining the current approvals from the Resource Agencies has taken over three years of on-going submittals and consultation. We expect that a change requiring off-site mitigation lands would create a substantial delay for the project, possibly years in identifying the approved off-site location, preparing a revised Biological Assessment and other required supporting documents, and obtaining agency authorizations.

Please let me know if you have any questions.

Best regards,

Ben Guillon



Attachment: Supporting documentation

Supporting Documentation



## 4142 Mountain View Ave, Oakland, CA 94605

3 beds, 2 baths, 1,084 sqft

Wonderful bungalow fresh & ready to be your new home! Convenient single level floor plan w/attached garage, updated kitchen, which opens to family rm & has access to back yard. Big level lawn & interesting 2nd structure, currently used as a covered patio. Easy access to major freeways. Open Sun 7/27

**Sold: \$501,000**

Sold on 08/19/14

Zestimate®: \$428,877

Est. Mortgage:

**\$1,941/mo**

### Views

If this home is listed on Zillow, it will reach the largest real estate network on the web.\*

**964 all-time views**  
of this home ()

**320 forecasted views of this home**  
in the first 7 days after listing for sale  
(117 views if listed for rent)

Interested in selling this home?  
Post your home as , , , or .

**Facts**

Lot: 6,850 sqft  
Single Family  
Built in 1964

Heating: Forced air  
Last sold: Aug 2014 for \$501,000  
Price/sqft: \$462

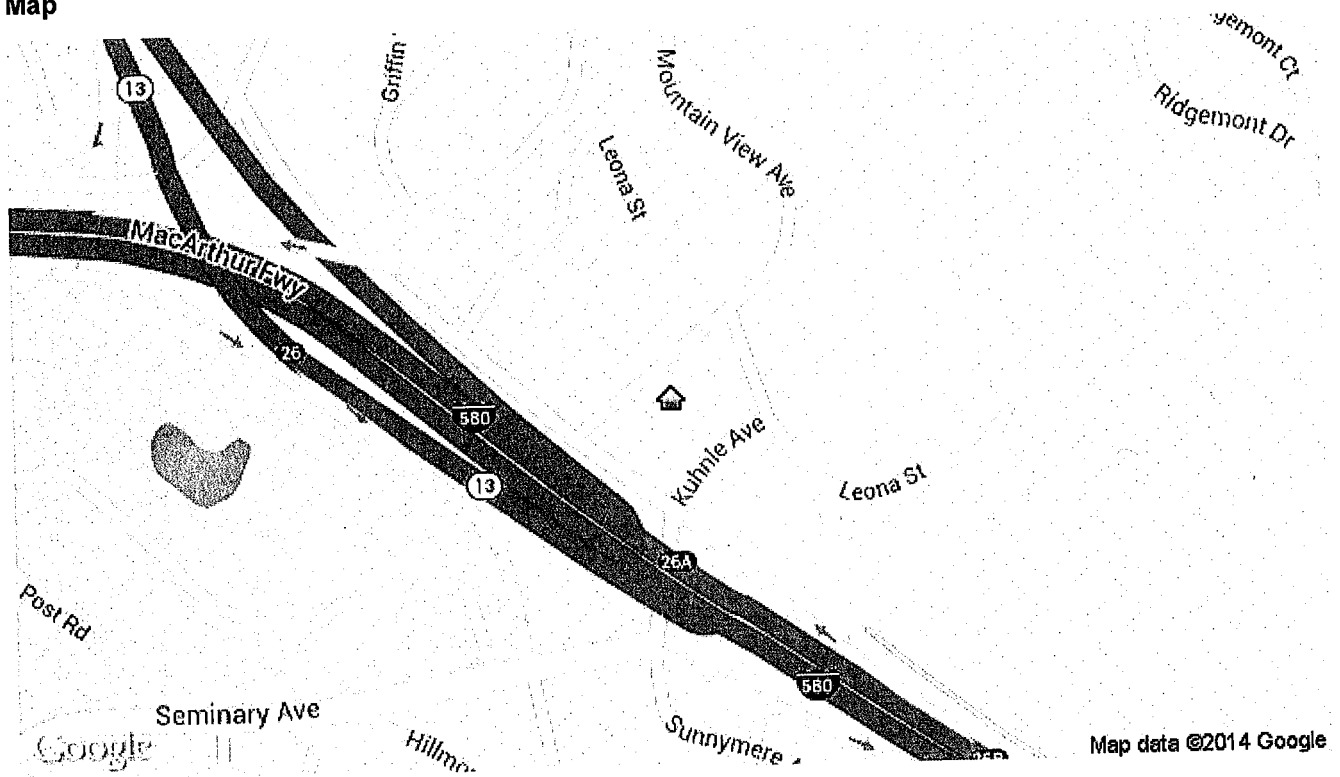
**Features**

Flooring: Hardwood, Linoleum / Vinyl

Parking: Garage - Attached, 1 space

▼ More

**Map**



**Home Values**

Zestimate

**\$428,877**

-\$813 Last 30 days

\$369K \$485K

Zestimate range

Rent Zestimate

**\$2,278/mo**

+\$31 Last 30 days

\$1.9K \$2.7K

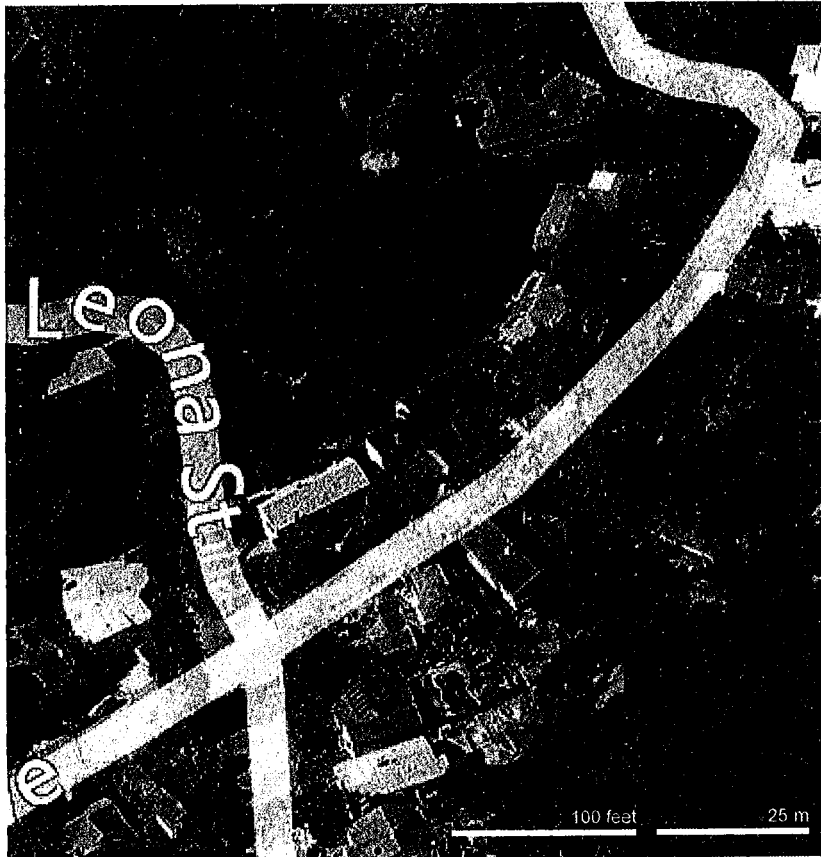
Zestimate range

Zestimate forecast

To see Zestimate forecast

○ 0  
○ One year





# 4217 Mountain View Ave, Oakland, CA 94605

3 beds, 3 baths, 2,067 sqft

This 2067 square foot single family home has 3 bedrooms and 3.0 bathrooms. It is located at 4217 Mountain View Ave Oakland, California.

**Sold: \$590,000**

Sold on 09/03/14

Zestimate®: \$598,762

Est. Mortgage:

**\$2,285/mo**

## Views

If this home is listed on Zillow, it will reach the largest real estate network on the web.\*

**848 all-time views**  
of this home ( )

**406 forecasted views of this home**  
in the first 7 days after listing for sale  
(246 views if listed for rent)

Interested in selling this home?  
Post your home as , , , or .

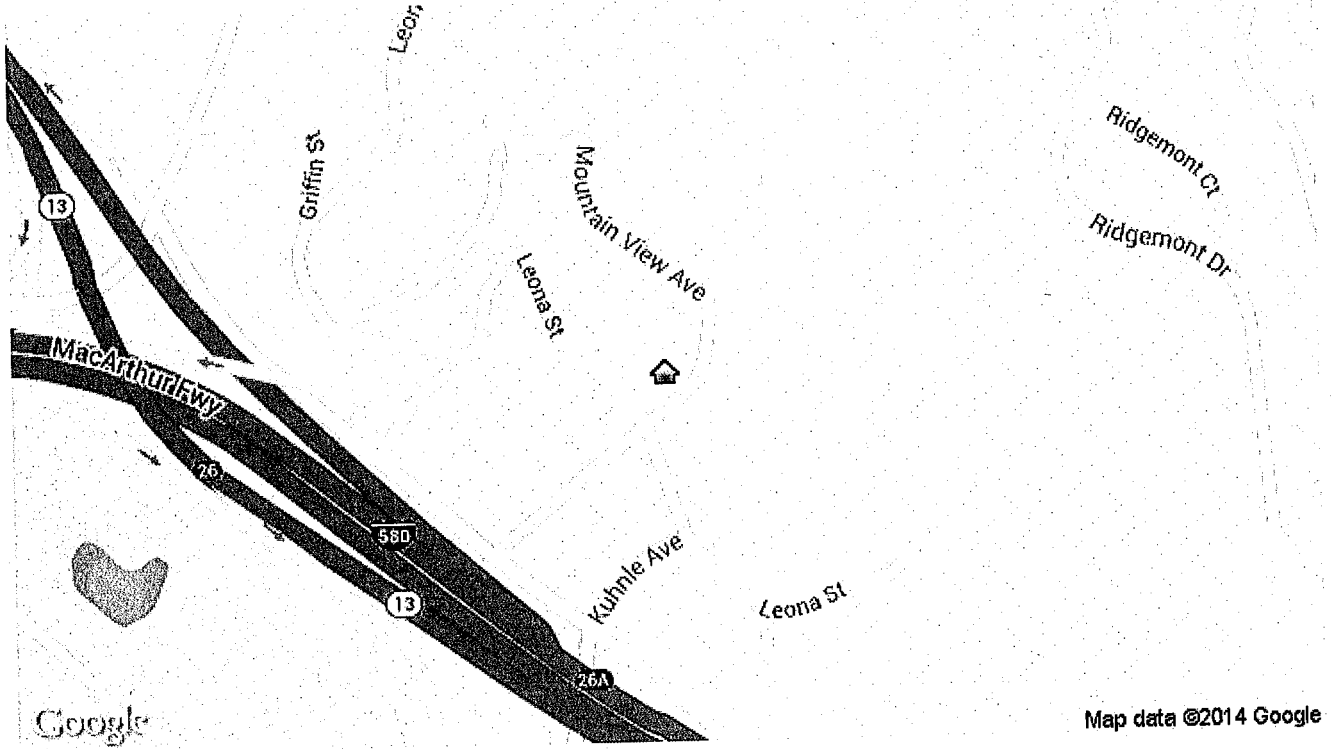
**Facts**

Lot: 10,564 sqft  
Single Family  
Built in 1940

Last sold: Sep 2014 for  
\$590,000  
Price/sqft: \$285

▼ More

**Map**

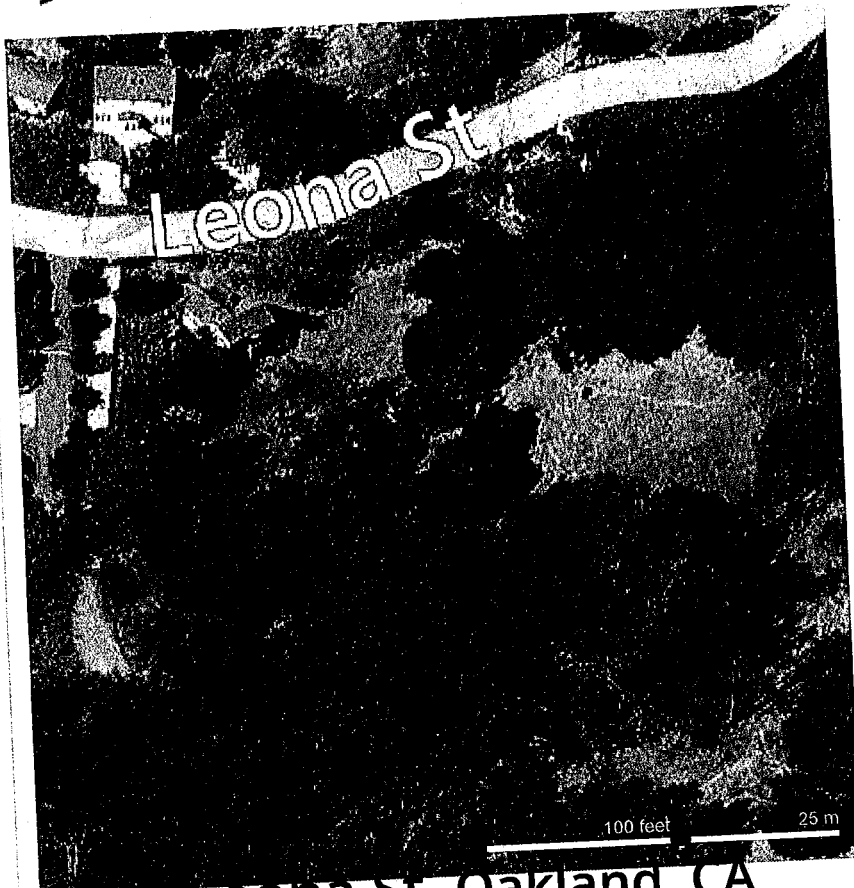


**Home Values**

Zestimate  
**\$598,762**  
 -\$10,587 Last 30 days  
 \$515K \$695K  
 Zestimate range

Rent Zestimate  
**\$2,870/mo**  
 -\$23 Last 30 days  
 \$2.4K \$3.5K  
 Zestimate range

Zestimate forecast  
 To see Zestimate forecast  
 ○ 0  
 One year



**6301 Leona St, Oakland, CA**

**94605**

2 acres

Potential abounds in this natural beautiful 2 acres lot \* Incredible opprtnty 2 build ur dream home \* Bring ur contractors, builders and those w/a vision \* Excellent loc minutes 2 FWY 13 and 580, colleges, regional parks, Oakland Zoo, schools, Chabot Space and Science Cntr \* Amazing views @ top of hill \*..

**Sold: \$400,000**

Sold on 12/24/13

Est. Mortgage:

**\$1,550/mo**

### Views

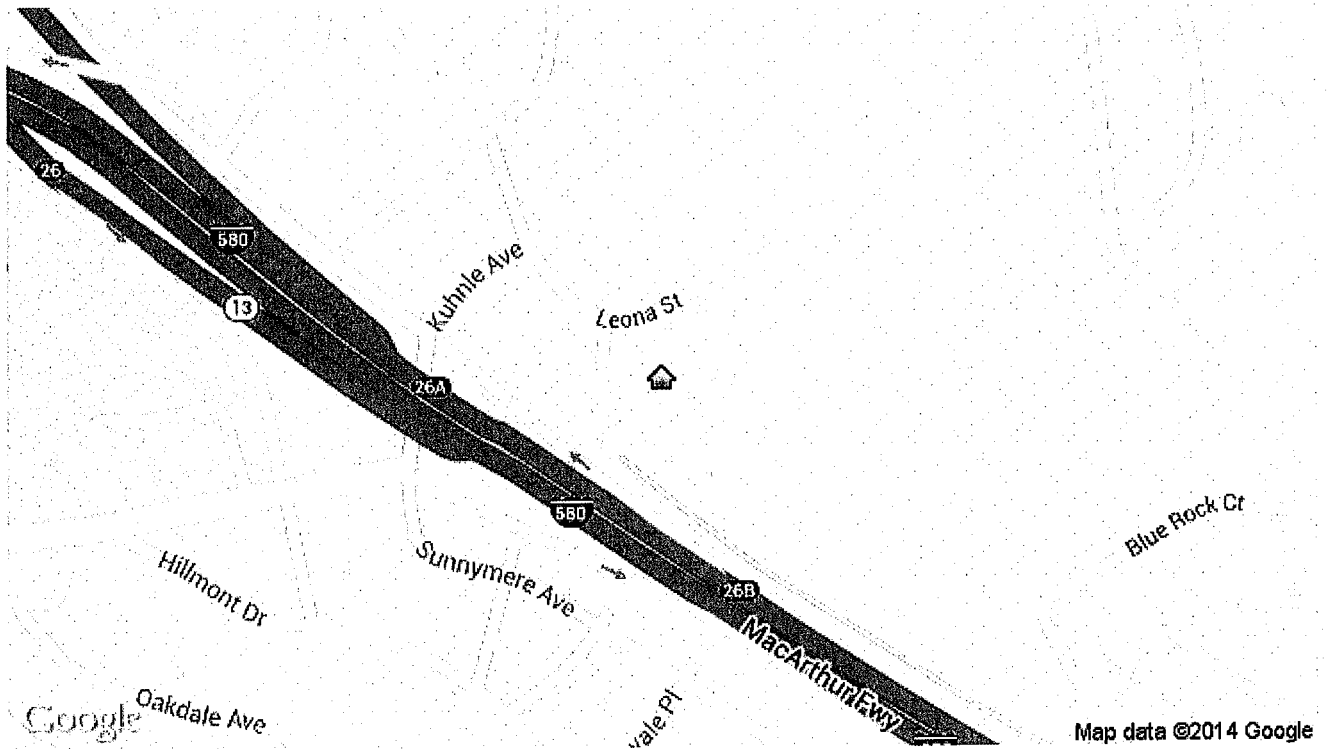
**1,167 all-time views**  
of this home ()

### Facts

Last sold: Dec 2013 for  
\$400,000

▼ More

Map



## Home Values

Rent Zestimate

**\$1,892/mo**

+\$99 Last 30 days

\$1.5K      \$2.8K

Zestimate range



## 837 Panoramic Way, Berkeley, CA 94704

4,791 sqft

Amazing views of the Bay, rural feel, minutes to downtown Berkeley. The lot feels larger than 5,000 sf because of vertical height. Steep slope. Oakland zoning and planning, Berkeley utilities. Needs new ROAD and environmental impact assessment. No septic. Sewer still no access. Long-term investment.

### Facts

140 days on Zillow

MLS #: 40656975

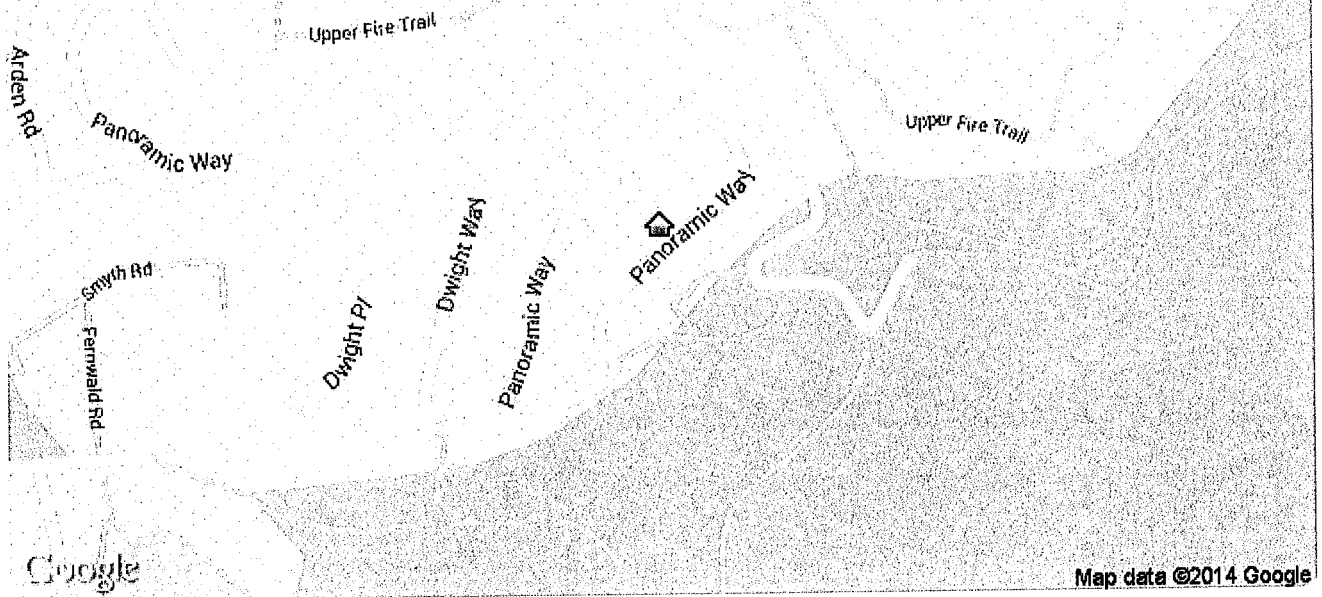
▼ More

Map

Lot/Land  
**\$70,000**

Price cut: -\$5,000 (7/9)

Est. Mortgage:  
**\$271/mo**



## Home Values

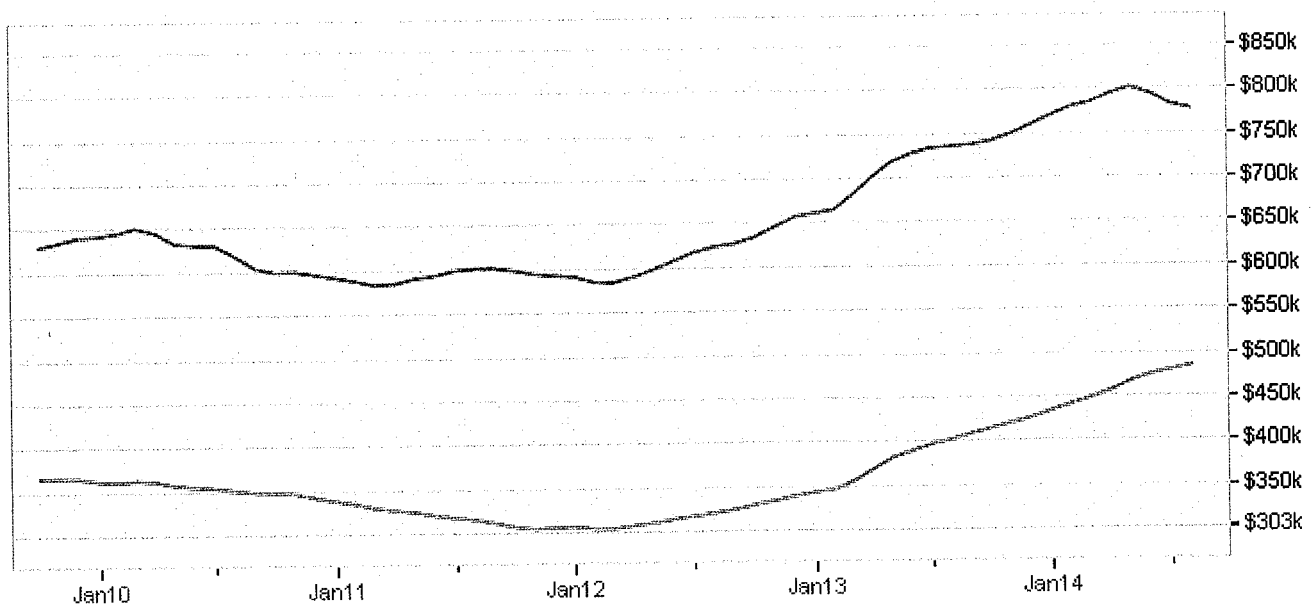
Rent Zestimate

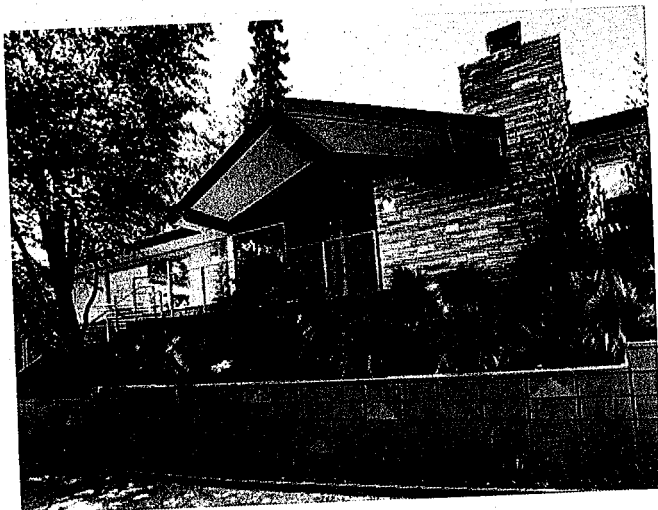
**\$1,752/mo**

-\$61 Last 30 days

\$1.5K      \$2.3K

Zestimate range





## 27 Tanglewood Rd, Berkeley, CA 94705

4 beds, 3 baths, 4,236 sqft

Exquisite modern renovation by architect Charles Debbas. Spacious and bright living /dining /kitchen /family room with maple floors, fireplace and wall of folding glass doors. Four bedrooms including two master suites. Three and one-half stylish baths. Superb details. Newly landscaped garden. Two-car attached garage. Private cul-de-sac in peaceful and desirable Claremont neighborhood.

**Sold: \$3,300,000**

Sold on 04/25/14

Zestimate®: \$2,146,344

Est. Mortgage:

**\$12,782/mo**

### Views

If this home is listed on Zillow, it will reach the largest real estate network on the web.\*

**2,866 all-time views**  
of this home ()

**217 forecasted views of this home**  
in the first 7 days after listing for sale

Interested in selling this home?  
Post your home as , , , or .

**Facts**

Lot: 0.26 acres  
Single Family  
Built in 1960

Heating: Forced air  
Last sold: Apr 2014 for  
\$3,300,000  
Price/sqft: \$779

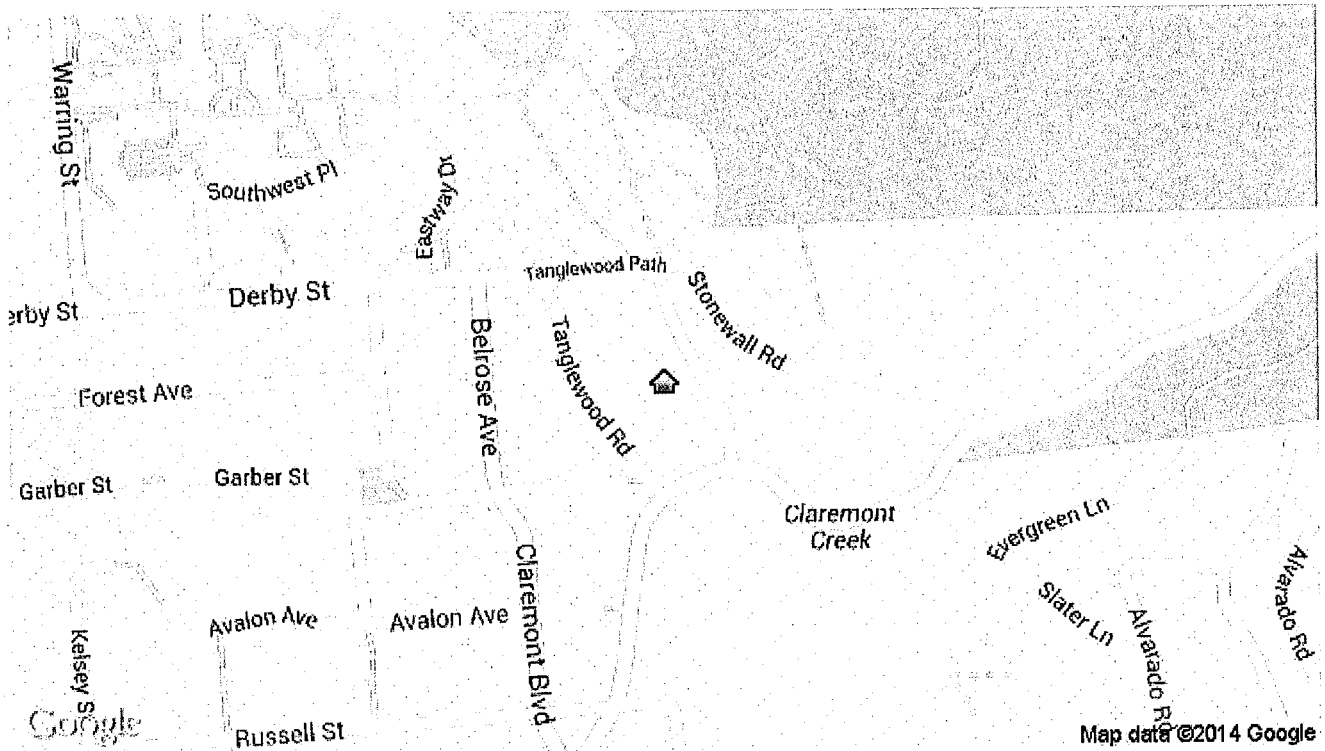
**Features**

Flooring: Hardwood, Tile

Parking: Garage - Attached,  
Off street, 2 spaces

▼ More

**Map**



**Home Values**

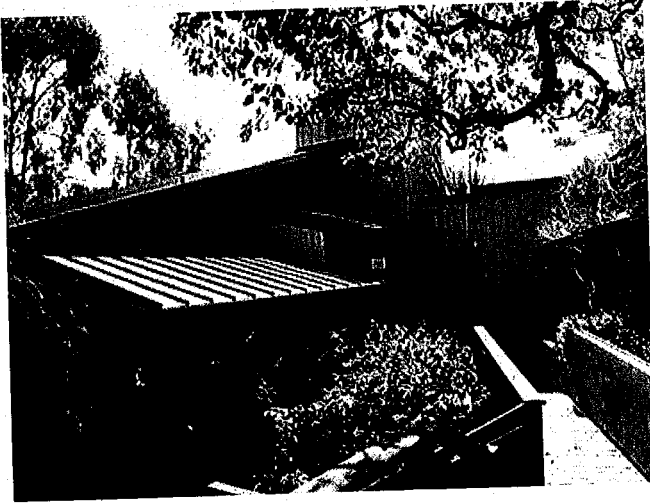
Zestimate  
**\$2,146,344**  
-\$339,163 Last 30d

Zestimate range  
\$1.91M \$2.32M

Rent Zestimate  
**\$5,982/mo**  
-\$127 Last 30d

Zestimate range  
\$4.8K \$8.1K





## 285 Stonewall Rd, Berkeley, CA 94705

4 beds, 3.5 baths, 2,711 sqft

A special location, up a private road. Very dramatic design with wood ceiling in "great room", terrific separation of space, office on lower level. 2 master suites, 2 more bedrooms and outdoor shower. Wood deck off master enclosed with netting, sleep outdoors, it's quiet up here. Spa area a great surprise

**Sold: \$1,185,000**

Sold on 11/20/13

Zestimate®: \$1,475,481

Est. Mortgage:

**\$4,590/mo**

### Views

**3,598 all-time views**  
of this home ()

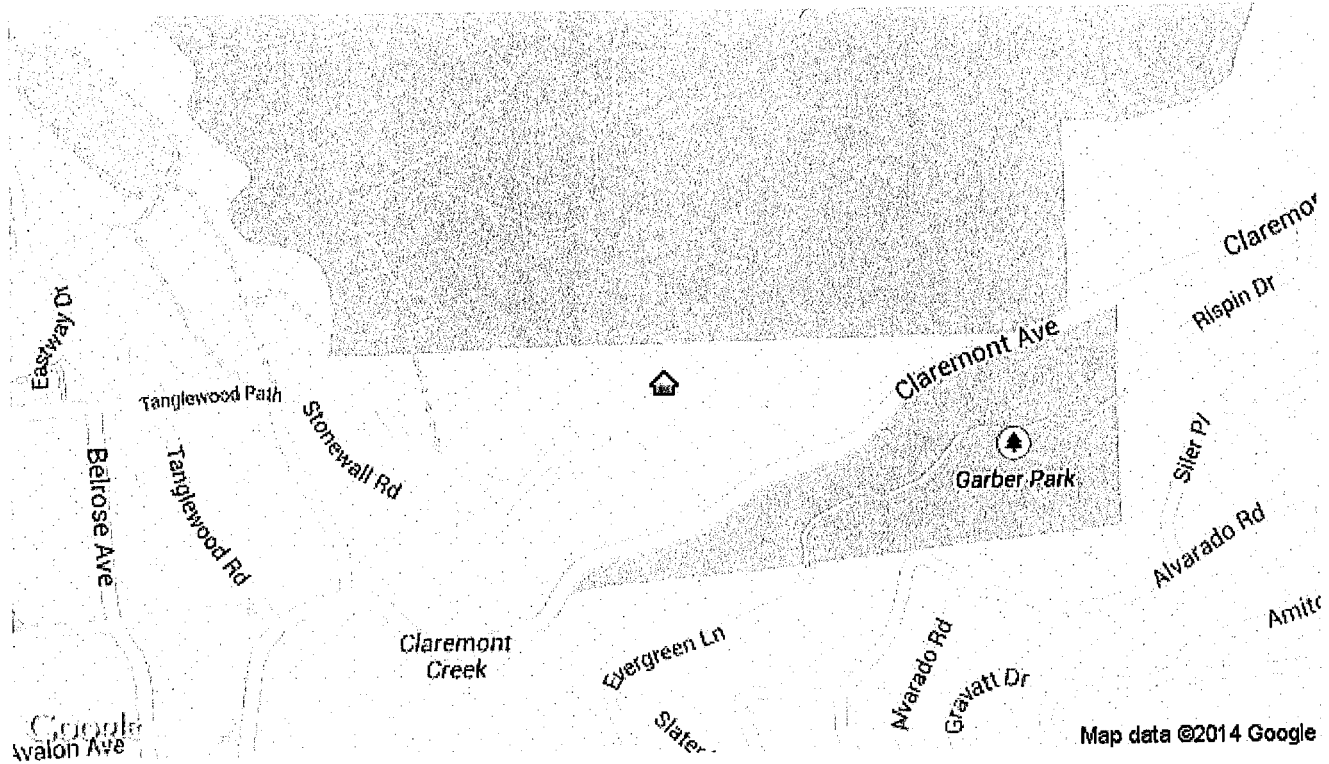
### Facts

Lot: 0.41 acres  
Single Family  
Built in 1984

Cooling: None  
Last sold: Nov 2013 for  
\$1,185,000  
Price/sqft: \$437

▼ More

### Map



## Home Values

Zestimate

**\$1,475,481**

-\$160,342 Last 30 days

\$1.31M \$1.68M

Zestimate range

Rent Zestimate

**\$5,009/mo**

-\$105 Last 30 days

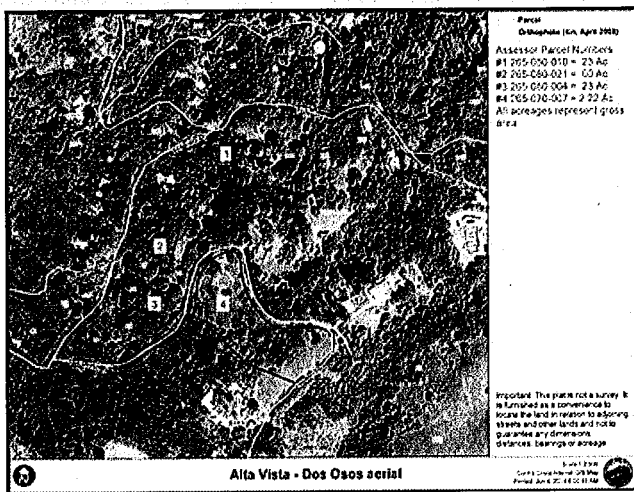
\$4.0K \$6.3K

Zestimate range

Zestimate forecast

To see Zestimate forecast

○ 0  
○ One year



# 38 Dos Osos, Orinda, CA 94563

3 acres

Lot/Land  
**\$700,000**

Est. Mortgage:  
**\$2,711/mo**

4 PARCELS TOTAL - 1 PRICE. WONDERFUL BUILDING SITES THAT HAVE LANGUISHED IN SEPARATE OWNERSHIP, NOW AVAILABLE AS CURRENT VIABLE PROJECT, ONLY SOLD TOGETHER. SEWER EXTENSION NEEDED. NO ESTIMATES AVAILABLE. SEPTIC MORATORIUM IN PLACE CURRENTLY. YOU ARE IN THE "TRADES", A CONTRACTOR, ENGINEER, BUILDER, DEVELOPER, OR YOU WANT TO "LAND-BANK" FOR POSSIBLE FUTURE UPSIDE. \*FABULOUS WEATHER-TOP RATED SCHOOLS-GREAT SERVICES. APPROX 2000 FOOT SEWER EXT NEEDED. SEWER DISTRICT IN FAVOR. NO SEPTIC ALLOWED CURRENTLY. SEE ASSOC DOCS FOR PLOT MAPS ETC. 3 SELLERS ARE LICENSED REAL ESTATE AGENTS. NO SIGNS @ PROPERTY. CALL FOR MORE INFO. NO RESPONSE TO INQUIRIES UNLESS PHONE NUMBER IS INCLUDED. (address for location proximity only)

### Facts

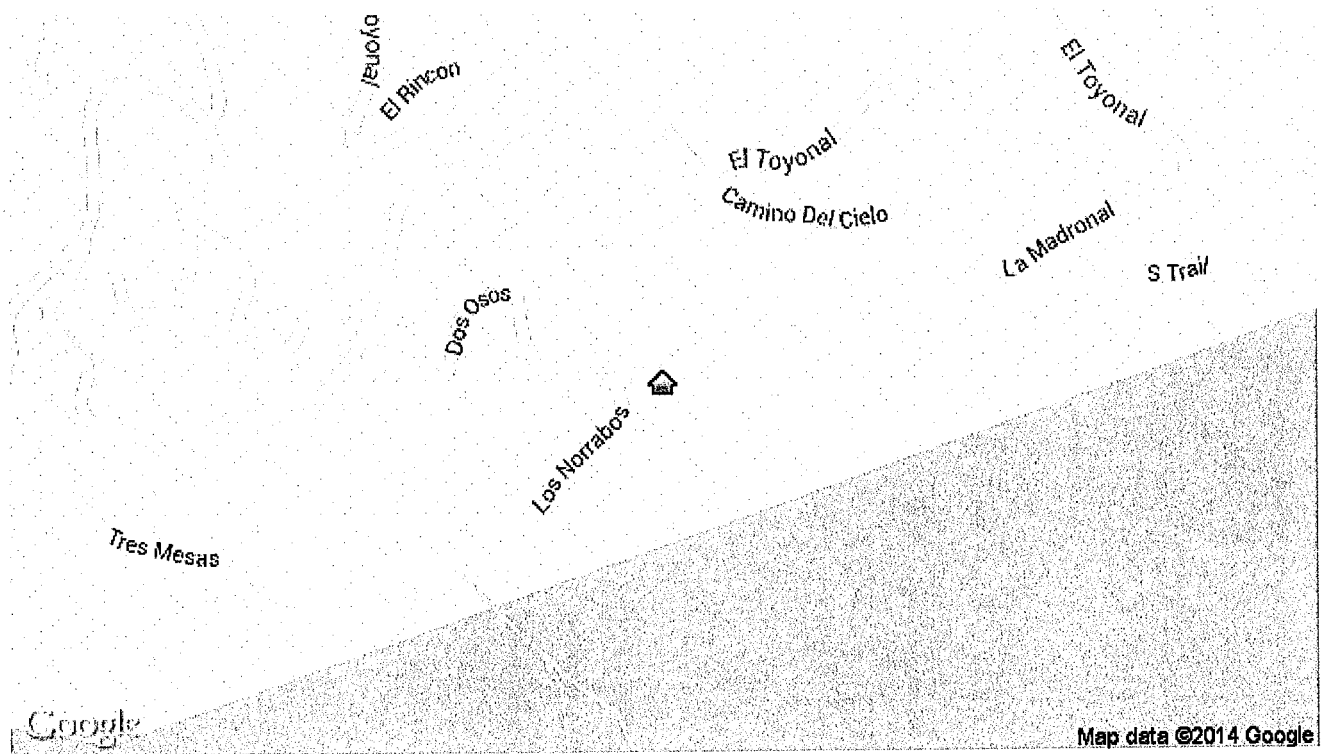
16 days on Zillow

### Features

Transportation

▼ More

### Map



## Home Values

Rent Zestimate

**\$1,650/mo**

+\$0 Last 30 days

\$1.4K      \$2.3K

Zestimate range

**ATTACHMENT G**

## **PLANNING STAFF'S REPOSES TO ARGUMENTS RAISED BY ZOO PROJECT OPPONENTS**

Below in italics are arguments raised by the California Native Plant Society and Friends of Knowland Park and their lawyers (Project Opponents) concerning the Zoo expansion and the proposed conservation easement along with Planning staff's response to each argument.

1. *The California Trail Exhibit will be located on Knowland Park's most sensitive open space areas, where it will damage and destroy rare plant resources and habitat for threatened species, including the Alameda whipsnake.*

### **Response:**

- Less than 3 acres of the landscape will be occupied by permanent improvements.

The majority of the 56.6 acres within the approved perimeter fence of the California Trail exhibit will be retained as natural habitat, with an estimated 30.16 acres permanently protected as conservation easement lands. The majority of the remaining 26 acres will be contained within in large animal exhibits where native vegetation removal will be minimized and disturbed areas revegetated except where occupied by new structures, service road, and pathways which will occupy a total of less than 3 acres, or less than 0.6% of Knowland Park. The existing fire roads in the area will serve as the major vehicle access ways to minimize disturbance to existing habitat, and any grading required for widening to meet City fire safety and circulation standards will be restored to native grassland habitat.

- Opposition's claims rejected by the court and City's expert analysis upheld.

The City Council originally approved the California Exhibit as part of the 1998 Oakland Zoo Master Plan. On June 21, 2011, the City Council approved the amended Master Plan and, based on the factual, expert analysis in the Subsequent Mitigated Negative Declaration/Addendum (SMND/A), considered and rejected these same arguments. These arguments were also rejected by the Alameda Superior Court in the opposition's unsuccessful lawsuit challenging the City's SMND/A.

- Opposition's claims rejected by the state and federal agencies.

Both the U.S. Fish and Wildlife Service in its Biological Opinion (BO) for the Project and the California Department of Fish and Wildlife in its Draft Incidental Take Permit (ITP) have effectively rejected these claims by the opponents. Both the BO and ITP include mandatory conservation measures to minimize the potential for inadvertent injury or loss of individual Alameda whipsnake, and provide for compensatory mitigation for the permanent and temporary effects of the Project on potential habitat for this species. Compensatory mitigation involves creating 52.57 acres of conservation easement lands adjacent to the Project. The resource

agencies would not issue the authorizations for the Project if there was a threat to the survival of this species or if the rigorous mitigation was not adequate to fully compensate for any impacts.

- Project sited to avoid most sensitive areas.

The Project improvements have been sited to largely avoid sensitive habitats, including stands of chaparral, the occurrence of bristly leptosiphon, and woodland habitat. As required by the City's conditions of approval/mitigation measures, the proposed amphitheater has been removed from the Project and the Interpretive and Visitor Centers have been relocated to avoid sensitive chaparral habitat.

- Comprehensive mitigation program to address all habitat impacts.

The Project includes a comprehensive mitigation program – the Habitat Enhancement Plan (HEP) – to address the limited areas of potential impact. The HEP includes one of the most rigorous compensatory mitigation programs ever undertaken to address potential impacts on stands of native grasslands and includes habitat management activities within the Project's Ecological Recovery Zones. Additionally, the HEP will protect, restore, and enhance natural habitat in all of Knowland Park. The primary focus of the HEP is to provide for on-going removal and control of invasive species such as French broom and blue gum eucalyptus that are severely compromising natural habitat values in Knowland Park. Where the invasive species have crowded out and replaced native vegetation, on-going programs will include revegetation of these areas with native cover to improve their long-term habitat value. The HEP requires that preconstruction surveys be performed in advance of any management activities to avoid any rare plant occurrences and other sensitive biological resources.

- Most valuable habitat protected by the conservation easement.

The permanent conservation easement required by the agencies will include an endowment and on-going monitoring and maintenance to protect and enhance the most valuable Alameda whipsnake habitat in Knowland Park.

- Approved 2011 Project Reduced Impact of 1998 approved Project.

The Project modifications approved by the City Council in 2011 substantially reduce impacts from the 1998 approved design, eliminating a loop road system and replacing it with an aerial gondola that avoids sensitive habitat, eliminating a proposed amphitheater and woodland exhibit area that would have extended into chaparral habitat, relocating the Interpretive Center and Visitor Center to completely avoid direct impacts on chaparral habitat, and reducing the overall size of the expansion.

- Preserving natural habitat is a component of the Project.

Construction will be carefully controlled to minimize disturbance of natural habitat that will become part of the visitor experience in the California Trail exhibit. The intent of the expansion is to share the natural habitats of Knowland Park with thousands of visitors who otherwise would not have access to this area, and do it in a carefully controlled way that protects the important habitats that characterized California before European settlement.

- Construction mitigation measures will protect habitat.

The footprint of construction has been mapped in detail, disturbance outside this zone will be prohibited, all construction workers will be trained about the sensitivity of the area and protocols to follow at all times, and all construction work will be monitored by qualified biologists to prevent inadvertent take of Alameda whipsnake or damage and loss to natural habitat to be retained.

*2. Better alternatives exist to the approved California Trail project, but the Zoo will not move the project. The Zoo omits mention of the rare maritime chaparral plant community at the site as well as the extent of the destruction of whipsnake habitat if the project were approved.*

**Response:**

- Alternatives considered during 2011 Project approval.

The Zoo has gone through over 15 years of planning and review in developing the refined Project design, carefully considered all alternatives, and selected the final design because it minimizes potential adverse impacts and still meets the constraint and facility needs for future visitors to the site, including ADA access requirements. The Planning Commission and City Council considered the opposition's arguments, including alternative designs proposed by the opposition, and approved the modified California Trail project in 2011.

- Impediments to the opposition's alternative.

Steep slopes, dense woodlands, and stands of high quality native grassland prevent options to locate the expansion on the hillside adjacent to the existing Zoo, as has been suggested as an alternative by the opposition. These conditions are immediately apparent to anyone visiting the existing Zoo. There is nowhere to expand on the hillside immediately adjacent to the existing zoo exhibits without significant grading and loss of existing habitat.

- 2011 approved Project reduced impacts.

Modifications to the Master Plan approved by the City in 2011 reduced all potential adverse impacts on biological resources to less than those identified for the 1998 plan as reviewed in detail in the SNMD/A. This includes a reduction in anticipated impacts on suitable habitat for Alameda whipsnake, chaparral habitat, oak woodland habitat, native grassland habitat, and reduction in number of trees removed or in proximity to proposed grading and improvements.

- Chaparral acknowledged in state permit application.

The determination by the CDFW that the chaparral habitat on the site qualifies as maritime chaparral, a high inventory sensitive natural community, is acknowledged in the 2081 Permit Application to the CDFW. The State classification system of natural community types, and the State regulations related to their protection, are not federal issues and were therefore not addressed in the Biological Assessment submitted to the Corps and USFWS for use in the Section 7 consultation process.



- Project will protect and conserve chaparral on the site.

The Project has no adverse impacts on chaparral habitat, and in fact will enhance its existing senescent condition. Chaparral is a fire-dependent natural community, and the suppression of fire has led to the conversion of much of the original footprint to oak-bay woodland. Unless controlled, sapling oaks and bays will continue to spread through the stands of chaparral and eventually shade out the remaining shrubs. This includes shrubs of the brittle-leaf manzanita that characterize maritime chaparral in the East Bay Hills. Habitat enhancement in the chaparral will include the removal of invasive French broom, blue gum eucalyptus and other invasive, and the selective removal of sapling oaks and bays where they would eventually shade out chaparral vegetation. Careful controls will be implemented to avoid individual shrubs of brittle-leaf manzanita a characteristic species of Maritime chaparral, and to prevent inadvertent take and disturbance to Alameda whipsnake.

- CDFW staff agreed that the Project will have minimal impacts, will benefit chaparral, and will improve existing conditions.

During a field visit to the site in February 2013, representatives of the CDFW concurred that the Project plans would have minimal impacts on chaparral habitat and that the vegetation management proposed as part of the Project will greatly benefit the chaparral habitat. CDFW representatives concurred that the continued spread of invasive species like French broom and succession to oak-bay woodland are major threats to the chaparral habitat, and that the long-term maintenance and management of the conservation easement area provided under the obligations of the Project authorization would greatly improve existing habitat conditions.

*3. Because the project site is characterized by high fire danger, the Zoo will need to remove rare vegetation and whipsnake habitat in an attempt to reduce fire danger. The most recent research has shown that the Alameda whipsnake population at Knowland Park may hold the key to the snake's genetic diversity and is thus instrumental in its recovery; therefore, its habitat should be protected, not reduced or damaged.*

**Response:**

- No removal of chaparral for fire protection.

The Project will not require removal of any chaparral habitat and will in fact improve the existing senescent condition and prevent further loss and conversion to oak-bay woodland which has greatly reduced the extent of this natural community in area.

Fire fuels management practices would affect only a very small area of chaparral and scrub cover on the site, involving a narrow band of 10 feet from roadways and 30 feet from structures, but this would not severely degrade even the affected vegetation. Invasive species, which now dominate much of this zone, would be removed and native shrubs pruned back by hand no more than once a year and retaining at least 25 percent of the existing cover, **not** complete removal of native shrubs.

Most of the chaparral would be retained intact and permanently protected within the conservation easement area where the only vegetation management activities would involve invasive species

removal and selective removal of oaks and bays saplings and branches where they would otherwise shade out an eliminate chaparral shrub species.

Estimates from the resource agency submittals indicate that approximately 0.17 acre of chaparral habitat will be affected by fire fuel management practices - not removed but managed as defined above. This is in contrast to the over 6.32 acres of chaparral habitat that will be retained and enhanced for Alameda whipsnake in the conservation easement area, ensuring long-term protection and viability of this sensitive natural community type.

- No designated critical habitat in Knowland Park.

Knowland Park is not located within any designated critical habitat for Alameda whipsnake and there are strong indications that the single snake encountered on the site may not be part of a viable population. When high quality habitat is present and Alameda whipsnake are detected, they are usually relatively abundant and the dominant snake species, which is not the case on the site.

Regardless of the status of the Alameda whipsnake population on the site, compensatory mitigation will be provided that will serve to fully address any potential take of this species and its habitat in Knowland Park. The authorizations by the USFWS and CDFW will ensure that adequate avoidance measures, careful controls during construction and long-term operation, and appropriate mitigation are provided as part of the Project.

Knowland Park and the Project vicinity are not within Unit 2 of the designated Critical Habitat for Alameda whipsnake, and no genetic testing was performed on the one male whipsnake trapped during the extensive protocol trapping surveys performed by consulting biologists to the EBZS.

*4. The Zoo's expansion would degrade and destroy pristine stands of maritime chaparral and native grasses, destroy over 50 mature trees including heritage oaks, and fence out wildlife that depends on this land to survive.*

**Response:**

- No removal of chaparral habitat and improvements to protect and enhance existing chaparral;

The Project has been designed to minimize adverse impacts on existing native vegetation cover, utilizing existing fire roads for vehicle and equipment access, and siting structures and the new service road and pedestrian pathway to avoid chaparral completely and minimize tree removal. Areas disturbed by carefully controlled grading will be restored to native cover where not occupied by structures and paved roadways/pedestrian pathway, or where limited landscaping with trees and shrubs is needed for effective screening.

The Project will not require removal of any chaparral habitat and will in fact improve the existing senescent condition and prevent further loss and conversion to oak-bay woodland which has greatly reduced the extent of this natural community in area, as detailed above. Approximately 0.17 acre of chaparral habitat would be routinely maintained as part of fire fuel management practices - not removed but managed as defined above. And 6.32 acres of chaparral habitat that would be retained

and enhanced for Alameda whipsnake in the conservation easement area, ensuring long-term protection and viability of this sensitive natural community type.

- Project includes a permeable fence for wildlife.

The perimeter fence that was approved by the City Council as part of the Master Plan Amendment in 2011 will be permeable (allow movement through) to most terrestrial wildlife with specially-designed wildlife access under the fence approximately every 300 feet along the entire length of the perimeter fence.

- Entire Project area will accommodate native wildlife.

The entire Project area will be permeable to native wildlife, which will continue to disperse through the exhibits and utilize habitat within these areas, including trees, shrubs and groundcover vegetation that has been retained and restored.

- Fence will protect wildlife from dogs.

Public access within the perimeter fence will be carefully controlled to avoid damage to sensitive resources. The dog walking that currently occurs in Knowland Park poses a threat to wildlife in the area and installation of the approved perimeter fence will prevent the harassment and loss of wildlife within the California Exhibit area that can occur in much of Knowland Park.

- Project fuel management will protect wildlife habitat values.

Fire fuel management within the approved perimeter fence will be carefully regulated to prevent the complete denuding of grassland and scrub cover as part of the goat grazing practices utilized by the Oakland Fire Department, greatly improving existing wildlife habitat values within the perimeter fence and setting a model for effective treatment in the remainder of Knowland Park.

- Tree Ordinance will mitigate any necessary removal and over 185 trees will be planted.

Potential impacts on trees will be fully mitigated by compliance with the City's Tree Preservation Ordinance. Over 185 native trees will be planted. As noted above, the Project includes a comprehensive program to avoid grasslands and to compensate for the limited areas of impact (less than 2 acres of permanent impact).

*5. The City's long-term secrecy around the existence of Knowland Park and Zoo expansion plans has excluded the public and many government officials from a meaningful chance to understand the issues and oppose the give-away of public parkland to the Zoo. The Zoo has stated that there is nothing worth protecting on this site, and provided only vague descriptions of the project until very late in the permit process, hoping to avoid full review of the habitat destruction involved.*

**Response:**

- Extensive public agency review.

The Project has gone through an extensive City, state and federal review and approval process, and claims of the “City’s long-term secrecy around the existence of Knowland Park and Zoo expansion plans” are untrue and unfounded. The Oakland Zoo is located in Knowland Park, and has been part of Knowland Park since 1939, and is one of the most well-publicized and appreciated destinations in Oakland.

The Project is a carefully reviewed and thoroughly vetted addition that will greatly expand the public visitor experience, protect sensitive resources and provide adequate mitigation where avoidance is infeasible, and serve to enhance all of Knowland Park as part of the coordinated Habitat Enhancement Plan.

- Opponents have fully participated in the process.

The opponents’ concerns were carefully considered by the City as part of the exhaustive public review and input process in 2011, and no new substantive issues have been raised over the past few years as the Project has gone through the regulatory review and authorization process, which is finally nearing completion. Additionally, the opposition has fully participated in the state and federal agency review of the Project plans: they have been in regular contact with agency staff, have written numerous letters to the agencies, and have taken agency staff on site visits.

*6. The Zoo expansion must be located within or near the existing Zoo footprint, and legitimate stewardship must be established to preserve the park’s natural resources.*

**Response:**

- Opponents proposal would have significant environmental impacts.

Steep slopes, dense woodlands, and stands of high quality native grassland prevent options to locate the expansion on the hillside adjacent to the existing Zoo. Attempting to move the animal exhibits and guest facility components of the Project closer to the existing Zoo would result in greater impacts to natural habitat and negatively impact the Project in the following ways:

- Resulting in greater environmental impacts as a result of road, trail and exhibit construction on steep slopes. The hillside between the existing Zoo and the proposed Project consists of slopes ranging from 16 to over 40 degrees. The vicinity of the proposed Project was selected because it is relatively level terrain with slopes of from 0 to 16 degrees. This level terrain allows for greater mobility of the exhibit animals, and reduces direct and indirect impacts that would occur on steeper slopes.
- Attempting to accommodate the Project on the steeper slopes adjacent to the existing Zoo would result in increased: (a) disturbance of overall footprint, (b) removal of native trees and other vegetation, (c) increased limits and extent of grading, (d) more

impervious surfaces and retaining walls, and (e) potential for increased soil erosion and sedimentation.

- Require substantially smaller and less appropriate animal exhibit spaces due to the lack of suitable terrain; and
  - Severe reduction in visitor access and viewing opportunities of animal exhibits, especially for people with mobility disabilities due to challenging terrain and slopes.
- Project includes comprehensive habitat conservation.

Conditions of Approval from the City, conservation measures required as part of the resource agency authorizations, and commitment to implement the Habitat Enhancement Plan for all of Knowland Park provides for “legitimate stewardship” of the natural resources the Project will serve to celebrate with the public. Qualified biologists will be required to implement and monitor all of the habitat conservation measures.

*7. The proposed conservation easement violates the state deed granting certain areas of Knowland Park to the City to be used for “public park purposes.”*

**Response:**

The California State Parks department has issued a letter confirming that the proposed conservation easement is consistent with the deed restriction.

Conservation is a recognized public park purpose. Conservation areas with restricted access are common in public parks and essential for protecting sensitive natural resources. The state has at least 19 conservation easements in the state park system. The East Bay Regional Park system has 17 conservation easements in its park system.

The proposed conservation easement will include 30.16 acres within the approved perimeter fence for the California Exhibit and 22.41 adjacent acres outside the perimeter fence.

The conservation easement area will be maintained as natural habitat to enhance and permanently preserve its value for Alameda whipsnake and other native plant and animal species.

*8. The conservation easement will cut off public access to this area of the park outside the approved perimeter fence.*

**Response:**

The conservation easement area outside the perimeter fence is steep, rugged terrain with dense vegetation and is generally inaccessible to park users. It serves as an important part of the visual experience to park users, which will continued unaltered by the project.

The conservation easement area outside the perimeter fence has no established trails or fire roads.

Project opponents have been accessing this area using a narrow (barely 2-foot wide) footpath that was previously used by biologists for the Alameda whipsnake protocol trapping surveys. Access to this footpath begins within the approved perimeter fence area and will not be available once the fence is installed.

Unsupervised use of this footpath threatens to damage sensitive native plants including bristly leptosiphon, the Oakland star tulip, and chaparral and prevents the regrowth of the chaparral across the path.

Approximately 340 acres of Knowland Park (outside of the Zoo and the conservation easement area) with well-established trails and fire roads will remain accessible to the public.

*9. An EIR is required because of a "new" sensitive plant community.*

**Response:**

- Presence of brittleleaf manzanita on the site documented many years ago.

The presence of brittleleaf manzanita alliance on the site has been known and documented for nearly two decades. The California Department of Fish and Wildlife biologist who determined that this alliance qualifies the chaparral to be characterized "maritime chaparral" acknowledged that he surveyed the chaparral on site in 2010 before the City published the SMND/A. This is not new information requiring an EIR.

- All chaparral on site covered by the SMND/A and Project mitigation.

The SMND/A treated all the chaparral present on the site as a sensitive natural community, and acknowledged the chaparral contained alliances recognized as sensitive plant communities. The characterization of the chaparral as "maritime chaparral" is covered by the analysis and mitigation measures in the SMND/A.

- Chaparral avoided by the Project and permanently protected by the conservation easement.

The California Exhibit will not have a significant impact on the chaparral plant communities, including the maritime chaparral, because it largely avoids disturbing chaparral. The proposed conservation easement will permanently protect and enhance almost all of the chaparral on the site.

*10. An EIR is required because the state and federal agencies required an additional approximately 7.63 acres of conservation easement land.*

**Response:**

The approximately 7.63-acre increase in the conservation easement area over the draft conservation easement area referenced in the 2011 City Council approval of the amended Master Plan does not require an EIR.

The conservation easement will provide a substantial, permanent environmental benefit by protecting the highest quality Alameda whipsnake habitat in Knowland Park.

The City's 2011 approval conditions and mitigation measures acknowledged that the conservation easement acreage may be increased by the state and federal agencies and required the Zoo to comply with these requirements.

*11. The Zoo does not have the financial resources for the project.*

**Response:**

According to the Zoo, the EBZS has always generated sufficient revenues to cover its costs while investing in its future and has achieved this without any debt. The Zoo has been largely self-sufficient, generating approximately 91% of its operating revenues through its own programs, such as admissions, concessions, camps, and special events. The City of Oakland provides an annual subsidy for the Zoo of \$172,414 in accordance with the EBZS/City management agreement and an additional discretionary subsidy that varies annually. Last year, the City subsidy represented less than 5% of the Zoo's \$14M annual operating budget.

According to the Zoo, over the past 29 years the EBZS has raised nearly \$100M from public and private sources for capital improvements in the Zoo and Knowland Park. In the past eight years, the EBZS has raised approximately \$1M for Knowland Park management and enhancement, including the Arroyo Viejo Creek project and broom removal.

According to the Zoo, it has raised nearly \$51M (83%) towards the fundraising goal of \$61.4M for the CA Trail Project. Major public and private funders of the Project include: (1) \$15M grant from the Wayne and Gladys Valley Foundation; (2) \$12M from City of Oakland Measure G; (3) \$7M grant from the California Department of Parks and Recreation's Nature Education Facilities Fund; (4) \$4M grant from the Bechtel Foundation; (5) \$3.5M from the East Bay Regional Park District's Measure WW. The balance of funds raised has come from private individuals and foundations. All funds received are maintained in a restricted account. In addition, the Zoo has secured a \$10M bank line of credit to bridge expenses during construction.

The City's 2011 conditions of approval (no. 31) include a requirement to provide the City with an Implementation Plan for the Habitat Enhancement Plan that includes estimated costs and a funding plan. This Implementation Plan must be updated every five years and must be approved by the Planning Director in order to continue with the Project implementation.

12. *The Zoo is proposing to add 21 acres in Knowland Park to the project.*

**Response:**

The conservation easement area outside the approved perimeter fence would not be part of the Zoo expansion area.

This area is part of the conservation easement to permanently protect and enhance sensitive habitat for the Alameda whipsnake. No development will be allowed in the conservation easement area.

The City's project approval conditions and mitigation measures require the Zoo to obtain the permits and authorizations from the state and federal agencies and fully anticipated that there would be a conservation easement over Knowland Park lands within and outside the perimeter fence.

At the time of the City Council project approval, the Zoo's consulting herpetologist estimated that the conservation easement would encompass approximately 45 acres. The City's standard conditions of approval require the Zoo to obtain permits from the state and federal agencies and requires that the Zoo "shall comply with all conditions issued by applicable agencies." In this case, the agencies have required a conservation easement for 52.57 acres.

The increase in acreage for the conservation easement is **not** due to an increase in Project permanent impacts as claimed by the opposition. The increase was requested by the agencies to conservatively compensate for the impacts in certain low impact areas at a higher 3:1 ratio used for areas of permanent impact.

13. *The Zoo has not been transparent and does not have appropriate City oversight.*

**Response:**

All of the Zoo's submittals to the City, the California Department of Fish and Wildlife, the U.S. Army Corps of Engineers, the U. S. Fish and Wildlife Service, and the Regional Water Quality Control Board are public documents open to public review.

The Project has received some of the most intense scrutiny of any recent project in Oakland.

The Project is subject to hundreds of conditions of approval overseen by City and other agency staff.

The public has had access to information concerning the Project and has participated thoroughly in the public review process. Some of the activities by project opponents which demonstrate the extraordinary high level of public scrutiny given to the Project and the Zoo throughout the process of obtaining the project approvals include:



- The project opponents have made systematic and multiple public record act requests to the agencies and have had access to every submittal made by the Zoo related to the project.
- The project opponents have contacted the agencies on multiple occasions and conducted multiple site visits with agency personnel and other organizations.
- The project opponents have attended every public hearing (PRAC hearing on March 14, 2011, Planning Commission hearings on March 16 and April 27, 2011, and City Council hearing on June 21, 2011) on the project and sent numerous documents to the agencies objecting the project
- The project opponents brought an unsuccessful lawsuit against the City's environmental review document and unsuccessfully sought a restraining order against the construction of the veterinary hospital.
- The project opponents have retained three separate law firms to assist them in their efforts to stop the project.
- According to the Zoo, the project opponents have attended Zoo Board meetings.
- According to the Zoo, the project opponents have contacted the Zoo's major funders, including State Parks, in an unsuccessful effort to have funders withdraw support for the project.
- The project opponents have attended the City Ethics Commission hearing to speak on the Zoo.
- The project opponents have sought and obtained numerous media opportunities to oppose the project.

14. *The conservation easement will have little or no habitat or conservation value.*

**Response:**

The Zoo's consulting herpetologist has confirmed that the conservation easement lands contain the highest value quality habitat for Alameda whipsnake in Knowland Park.

The consulting herpetologist has found that the habitat proposed for conservation is of far higher quality and value to the Alameda whipsnake than the habitat affected by the Project.

Alameda whipsnake is known to utilize all the habitat types found in the conservation easement area and the mosaic of vegetation cover provides for a combination of foraging, resting, and dispersal activity.

The expanded conservation easement area contains the major stand of chaparral in Knowland Park, and the woodland, scrub, and grasslands that border and buffer the chaparral.

Permanent protection of this area will ensure that any occupying Alameda whipsnakes will be protected from harassment or take.

Without the protection of the conservation easement in the area outside of the approved perimeter fence, incompatible uses, such as large trails, fire roads, allowable structures, and increased use by humans and dogs, could threaten the Alameda whipsnake and the sensitive habitat.

*15. The conservation easement area outside the approved perimeter fence is easily accessible and frequently used by the opposition for tours of the area. Public access will be lost with the conservation easement.*

**Response:**

The attached map and photographs (Attachment E) show that the conservation easement area outside of the approved perimeter fence is covered with thick vegetation and includes rugged, steep terrain that is inaccessible to the general public.

The opponents are using a narrow – barely two-foot wide – footpath that ends in dense chaparral requiring the opponents to turn back along the same path. This is not an established trail or fire road. It was used by the biologists for the Alameda whipsnake protocol survey trappings. The access to this footpath is within the approved perimeter fence and will not be available to the public once the fence is installed.

Use of this narrow footpath risks severe damage to the bristly leptosiphon and Oakland star tulip and prevent the chaparral from regrowing and covering the footpath.

The conservation easement is needed to prevent the unsupervised access to this important habitat area and to institute a long-term management plan that will preserve, protect, and enhance this habitat for the animals and plants that depend on it.

Over 340 acres in Knowland Park will remain available to the opponents and the public for hiking, biking, dog walking, and other recreational activities.

Over 600,000 people visit the Zoo each year and the Project will expand public access to the expansion area.

**ATTACHMENT H**



# CALIFORNIA NATIVE PLANT SOCIETY

East Bay Chapter, [www.ebcnps.org](http://www.ebcnps.org)  
PO Box 5597, Elmwood Station, Berkeley, CA 94705

October 7, 2014

Council President Pat Kernighan  
Councilmembers Dan Kalb, Lynette McElhaney, Libby Schaaf, Noel Gallo, Desley Brooks, Larry Reid, and Rebecca Kaplan

Dear Council President Kernighan and City Council Members:

In the past few weeks, as we've visited with City Council members, we have encountered a number of questions from council members about basic facts with respect to the Oakland Zoo's expansion project.

That isn't surprising given that some City Council members were not on the Council during the CEQA hearings for the project in 2011 and the issue of expansion itself is tremendously complex, having developed over 18 years with thousands of pages of supporting documents.

More importantly, the project has changed significantly: the topic of mitigation for impacts to Alameda whipsnake (AWS) was barely touched upon during the hearings. Yet now nearly 4 years later the City Council will be faced with the unprecedented decision of whether to close 52+ acres of Knowland Park permanently to public access as part of the mitigation for the projects impacts to AWS.

We believe that it is key for you to have completely accurate information as you undertake deliberations about this critical decision. The information that we are relaying to you is based on documents, statements and promises made by key individuals during the hearings, and information that we have gained through Public Record Act and Freedom of Information Act requests. It is also based on identifying gaps in information important to your decision.

## **CONSERVATION EASEMENT**

1. When did city planning staff, zoo management, and the city attorney first know that land outside the proposed 56-acre site might be needed to mitigate for the project's impacts to Alameda whipsnake (AWS) associated with the Zoo's selected

site?

A. As early as November 2010 a private meeting took place months before the environmental review document was released in February, 2011. The meeting concerned mitigation strategies for impacts to AWS. Present were zoo management, zoo attorneys, city planning staff, city attorney staff, the zoo's environmental consultants, and a representative from the US Fish and Wildlife Service. At that meeting, various mitigation strategies were discussed, including using park land outside the perimeter fence. The AWS consultant for the zoo handed out a map that showed how an additional 14+ acres could be used for this purpose.

2. When and where did the map of the proposed conservation easement appear in a public document for the first time? Was this map included in the environmental review document (the Subsequent Mitigated Negative Declaration/Addendum or SMND/A)?

A. The map of the proposed conservation easement did not appear anywhere in the two-volume environmental document that was hundreds if not 1000 pages in length and was released in February 2011. (Not in the required Project Description, in any discussion of biological impacts and mitigation, or in the Notice of Determination). It was never discussed by any staff in public presentations to the City Council, the Planning Commission, or the Parks and Recreation Advisory Commission. Two weeks before the City Council was scheduled to vote on approval of the project in June, it appeared buried in the middle of another 250+ pages of a staff report and 15 attachments as Attachment I ("I" stands for impossible to find). *(see attachment)*

**KEY QUESTION: Why was this document withheld from the City Council and the public until literally the very last moment?**

3. How were the City Council and public informed that needing to take extra park land into an easement and excluding public access from the easement area were likely possibilities?

A. They weren't. Even if they had managed to find and read this document, the easement is presented only as an option, not as the one and only way to mitigate.

4. Why would City staff not highlight this information so crucial to City Council members being able to make an informed decision?

A. For two main reasons--one legal, the other political. (1) The City Attorney had built a legal case that the 2011 plan was environmentally superior to the already approved 1998 plan because it would be 6 acres smaller. Obviously if an additional 14+ acres were to be encumbered, the new project would actually be larger than the 1998 plan. The actual additional acreage being considered today

is 22+ acres, making the total size of the project 77 acres, clearly a contradiction of that legal argument.

The second legal argument that the City Attorney was building is that the project only required the lower level of environmental review found in a Mitigated Negative Declaration, specifically the MND from the 1998 approved project, arguing that it was the same project. A full Environmental Impact Report requires an analysis of alternatives so that the best possible and least environmentally damaging site can be selected. By hiding the obvious contradictions and manipulating CEQA, the City Attorney was able to present the case that the new project was environmentally superior by using a form of alternatives analysis only between these two plans that served the purpose of promoting the project and to avoid the real alternatives analysis which clearly would have uncovered major flaws. The problems inherent in such a legal distortion are obvious today. The City Council is now being asked to wrestle with the consequences of these legal gyrations, never envisioned in 2011.

(2) From a political standpoint, to open the topic of additional loss of park land to the project and the possibility of further loss of public access would have clearly endangered the approval of the project. Instead, the strategy was to veil that possibility and hold it until the very end as it is doing today when the hope is that the project will be seen as "a done deal." Holding a session closed to the public on the easement is simply another tactic in that strategy since the public cannot hear what the City staff are telling the City Council.

### **IS A CONSERVATION EASEMENT REALLY CONSERVATION?**

5. Why would environmental organizations like the California Native Plant Society and the Sierra Club oppose closing off park land to protect a listed species?

A. We support authentic efforts to protect listed plant and animal species. The proposed project site is the single most sensitive site in all of Knowland Park. The zoo's plan damages and destroys the best habitat which is why mitigation is being required. The habitat within the proposed conservation easement is not of equal quality to what is being destroyed, and in fact the mitigation proposal results in a net loss to the species. The simple and obvious way to reduce impacts is not to build on the best habitat in the first place.

6. Why would the regulatory agencies issue permits for the project if there are still significant impacts?

A. Wildlife agencies don't stop projects and they do their best to work with local lead agencies like the City. When a project applicant ignores the agencies' suggestions to reduce impacts as the zoo did in this case, the only stick that they have left is to impose mitigation requirements. In this case, for a project whose built footprint is about 20+ acres, the amount of land being set aside for mitigation (52+

acres) is 2.5 times the size of the footprint. The conservation easement is a poor solution to a major problem and in fact is a problem itself.

## **THE QUESTION OF PUBLIC ACCESS**

7. During the CEQA process what did the City and Zoo say about the important questions of public access to the Park?

A. Joel Parrott, CEO of the Zoo, announced to the City Council that park visitors would have all the rest of the park outside the project area. City Planning Staff presented a significantly reduced public access trail to the ridgeline, now accessing only one knoll, rather than the originally promised two. Portions of the trail are so steep that the local name for it is Heart Attack hill and it's only hiked by people who are very fit--most hikers today use the less steep alternative route which would be closed by the project.

In discussing the land that would be closed, Zoo management has attempted to portray the land as in accessible and of poor quality for hiking. Our personal experience is that it's lovely shaded oak woodland that is not inaccessible to hikers and is a good place to hike in the hot summer months.

8. Was the closure of public access to park land ever discussed during the CEQA hearings.

A. Never. Even today, documents we've gotten through PRA requests show that the zoo's attorneys have been seeking ways to define public access as a way around the fact that the public wouldn't be able to set foot on land that they formerly hiked for free. The decision is to try to define public access as being able to see the land from 60 feet up in the zoo's proposed aerial gondola. In fact, it might be a topic of discussion in the closed session. **KEY QUESTION: Ask staff where in the documents it describes public access as being able to see park land from a gondola or viewing tower as a substitute for actually being able to walk on the land?**

## **IS THERE AN ALTERNATIVE TO THIS BAD PLAN?**

9. What would be the mitigation requirements from the agencies if the zoo were to move its project to its existing footprint or in the vicinity of the Vet Hospital?

A. Almost certainly nothing since those areas aren't prime AWS habitat. In fact, the Vet Hospital was built with no AWS mitigation requirements for that reason.

In point of fact, all the major problems go away if the Zoo moves its project off of the ridgeline. Using the ridge sets up a domino effect: the ridge is where the best AWS habitat lies which requires mitigation which in turn requires the loss of public access. Move off the ridgeline and these problems disappear.

## **FINANCIAL QUESTIONS**

10. Some City Council members have expressed the opinion that the zoo's project will be privately funded--a promise made by CEO Parrott in front of the City Council during the CEQA hearings.

A. In point of fact, there is no evidence to expect that there will be sufficient private funding to build and operate the project because Zoo management will not release a capital spending plan or feasibility report, as required by its Management Agreement with the City. The Zoo operator lost its Measure A1 parcel tax in 2012 in part because it was written with "legally permissible" language, which is code for being able to use the money any way that they wanted, including for the expansion. They've taken out a \$10 M bridge loan which was not approved by the City Council, as required by the Management Agreement. Since A1 was presented to voters as a plea to help pay for needed repairs to the zoo infrastructure, the obvious question is, where will the money be found to construct and operate the project if there are already insufficient funds to operate the existing zoo?

One important clarification: the \$7 M grant from State Parks for the Stephen .D. Bechtel Jr. Interpretive Center can be used to build the one-story center in any location, including the existing zoo footprint. It is not a requirement of the grant that it be built on the ridge, and they certainly haven't cut the funding when the zoo changed its fundamental design. The Office of Grants and Local Services gives a one-year grace period past the 5-year deadline (just as they waved on some early requirements in the grant). The grant was awarded in 2011 so the project would not need to be completed until 2017.

11. Finally, it is impossible not to notice that the most important financial questions regarding the \$62 M project--who will pay for it and where is there financial proof--is being sidestepped in the closed session by the comparatively insignificant question of the fee to the easement holder. We ask the key question: why would the City Council need to meet in closed session to discuss the far less expensive fee and terms to the easement holder when the over-riding issue of financial costs have never been discussed in closed or regular sessions? That is the \$62 million question.

## **CONCLUSION**

We believe that the City Council should reject outright the notion of a conservation easement on Knowland Park land as a way to mitigate for the enormous impacts of the proposed project. The easement is not a solution--it is a problem disguised as a solution to another problem. There are far better ways to ensure both a zoo expansion and protection of Knowland Park. We encourage the City Council to insist upon a win-win for Oakland.



Please don't hesitate to call us if you have further questions (510-849-1409).

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Baker". The signature is fluid and cursive, written over the printed name.

Laura Baker

East Bay Chapter of the California Native Plant Society

cc: Barbara Parker, City Attorney  
Rachel Flynn, Director of Planning and Building Department  
Darin Ranelletti, Deputy Director, Planning and Building Department  
Jean Quan, Mayor

*From Attachment I to Staff Report - June 7, 2011  
2 weeks before City Council Decision*

**Conservation Easement Options:**

**On-Site Conservation Easement:**

If the on-site conservation easement is selected, collectively, up to of 44.94 acres will be preserved on-site and managed for AWS habitat under the conservation easement, addressing both permanent and temporary impacts of the project (Figure 4). The total estimated available habitat near the California Exhibit is about 77.5 acres, which is more than enough to satisfy even the upper range of the mitigation ratios which totaled 44.94 acres. Habitat within the area proposed for conservation is the highest quality AWS habitat in Knowland Park and includes a large stand of open canopy chamise chaparral, where thin rocky soils and southerly aspects are expected to deter succession of the habitat to woodland. Habitat proposed for the conservation easement is located primarily within the perimeter fence (30.02 acres) and to the north of the perimeter fence in rugged terrain away from the developed areas and areas where future trails may be feasible (14.92 acres). The Easement will be in accordance with Standard Conditions of Conservation Easements authorized by USFWS and CDFG and may contain the following elements:

- The easement is located within Knowland Park north of the California Exhibit (Figure 4).
- No new roads or trails will be constructed in the conservation easement area
- No new structures will be placed in the Conservation Easement,
- The easement will be managed for the benefit of the AWS.
- Access to the most of the easement by the general public will be prevented by the new perimeter fence, the remainder will be restricted by signage, lack of trail access, and steep terrain. Access for interpretive programs associated with the Overnight Experience will be only with trained Zoo personnel at limited times and only the existing trail to the camp area.
- The resource agencies will have access to the easement for inspection of habitat conditions and compliance with easement provisions and restrictions.
- An endowment for the management of the easement will be established.
- Timing and methods for invasive species removal, controls on herbicide application, and worker training programs are detailed in the Habitat Enhancement Plan (Environmental Collaborative 2011) and will be incorporated in the Easement Provisions.

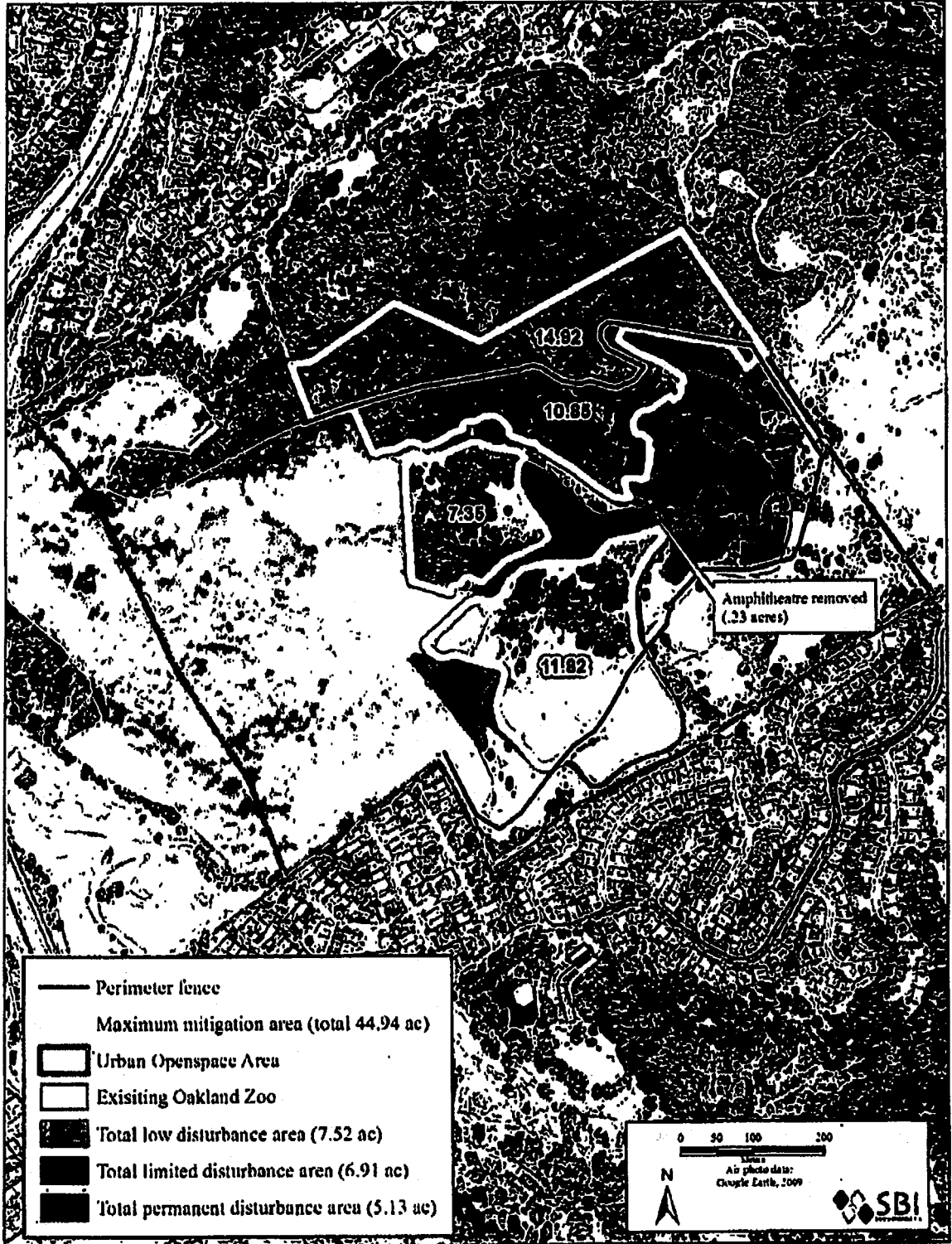


Figure 4. Maximum Mitigation Area Needed (On-Site Easement Option).

- Habitat restoration within the easement will be through control of non-natives that are detrimental to AWS habitat quality. These efforts are detailed in the Habitat Enhancement Plan (Environmental Collaborative 2011) and will be incorporated in the Easement Provisions. This will result in an increased function and value of the area for AWS.

If natural disturbances (fire, slumps) occur within the easement that require efforts to restore cover, only native species of local area vegetation will be used and the same community type will be restored. Surveys for AWS will be conducted immediately prior to restoration, and during restoration work that could result in take of AWS.

- **Success Criteria:** Continual reduction of the distribution of several not native shrubs and trees that negatively impact the quality of vegetative cover for the AWS will be the primary criteria for success of the mitigation. As indicated in the HEP, initial efforts for control of invasive plants/communities will focus in the Ecological Recovery Area (within the perimeter fence) and portions of Knowland Park west of Golf Links Road. Monitoring of the progress of invasive plant control and reduction will be accomplished through field mapping, photo monitoring stations that record results over time. Areas not currently invaded by broom and other invasive non-native shrubs will also be monitored to ensure they remain free of these invasive plants.

#### **Off-Site Habitat Preservation Option:**

As noted above, as an alternative to the on-site conservation, the project may do off-site restoration or preservation at a location approved by the USFWS and CDFG, or through the purchase of mitigation credits at a mitigation bank within the East Bay region or some combination of these options. The acreage to be restored/purchased off-site would be equal to the on-site requirements.

#### **Additional Conservation Measures**

Regardless of whether the easement is on or off-site the project area and the Urban Open Space Area and Knowland Park west of Golf Links Road will also be subject to the Habitat Enhancement Plan (Environmental Collaborative 2011).

#### **3.1.3 Direct Mortality**

In order to avoid and minimize the potential for direct injury or mortality, standard take avoidance measures appropriate to this project have been included (See Appendix B).

**ATTACHMENT I**



**SENT VIA EMAIL**

To: Darin Ranelletti, Deputy Planning Director, City of Oakland

From: Nik Dehejia, Chief Financial Officer, East Bay Zoological Society

Date: October 10, 2014

Re: Oakland Zoo's Financial Capability To Implement The California Trail Exhibit

POST OFFICE BOX 5238  
OAKLAND, CA 94605

T (510) 632-9525  
F (510) 635-5719

We understand that some community members have raised questions about the Zoo's financial capacity to construct and operate the California Trail Exhibit. We provided information about the Zoo's financial success and capability to build and operate capital projects in our June 20, 2011 memo to Oakland City Council (attached). This memo provides additional information on the Zoo's financial capabilities.

The Oakland Zoo continues to be a financially strong institution. Our operating budget has grown from \$12M in 2011 to more than \$14M in 2014. While City support for the Zoo has been reduced from 2011 to 2014 (currently \$485K from the City general fund), the Zoo has been able to bridge the gap with increased attendance driven by new exhibits, leading conservation programs, impactful marketing, and high levels of customer service and retention.

The Oakland Zoo has been successful in raising capital funds for the construction of the California Trail Exhibit. Some of the grants received are structured as reimbursable expenses for which the funds are held by the respective granting agency (e.g. California Department of Parks and Recreation \$7M grant). The funds received to date by the Zoo are all placed in a restricted "CA Trail" account and separated from all other operating funds. The budget to implement the California Trail Project is \$61,400,000.

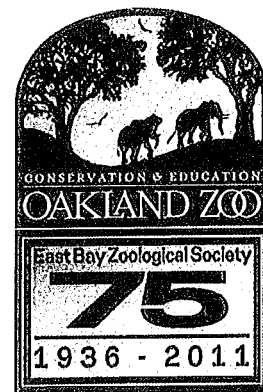
To date, the Zoo has raised the following:

REVENUE	TO DATE (8/31/2014)
Grants and Corporate	\$ 23,930,000
Individuals	\$ 3,686,470
Public Funding	\$ 22,028,717
Other (includes \$1M anonymous gift)	\$ 1,300,000
Construction Line of Credit	\$ 10,000,000
<b>TOTAL</b>	<b>\$ 60,945,187</b>

Given the Zoo's substantial fundraising success, we expect to raise the remainder of the funds during the 2-3 year construction period of the project. A number of foundation proposals are being developed, corporate sponsorship opportunities are being identified, and a new Major Gifts and Legacy Giving Officer has been hired to identify and solicit individuals.

The \$10M construction line of credit is intended to serve as a loan bridge and to smooth out construction cash flow, a standard operating procedure for large scale construction projects.

[www.oaklandzoo.org](http://www.oaklandzoo.org)



Celebrating 75 Years of Animal Care  
Conservation & Community

POST OFFICE BOX 5238  
OAKLAND, CA . 94605

T (510) 632-9525  
F (510) 635-5719

## SENT VIA EMAIL

To: Oakland City Council Members: Larry Reid, President; Desley Brooks; Jane Brunner; Ignacio De La Fuente; Rebecca Kaplan; Pat Kernighan; Nancy Nadel; Libby Schaaf

Oakland City Clerk: LaTonda Simmons

Oakland Department of Planning and Zoning, CEDA: Darin Ranelletti

From: Dr. Joel Parrott, Executive Director, East Bay Zoological Society; Nik Dehejia, Director Strategic Initiatives, East Bay Zoological Society; Carl Nichols, Chief Financial Officer, East Bay Zoological Society; Emma Lee Twitchell, Director of Development, East Bay Zoological Society

Date: June 20, 2011

Re: Oakland Zoo's Financial Capability To Implement The Amended Master Plan And Other Issues

### A. Introduction

We understand that some community members have raised questions about the Zoo's financial capacity to undertake the Veterinary Medical Hospital and the California Trail projects as proposed by the amendments to the Oakland Zoo Master Plan and about the local public funding of the Zoo. The Oakland Zoo submits this memorandum to respond to these concerns and to provide accurate information about the public funds that support the Zoo.<sup>1</sup> This memorandum describes the Zoo's general financial capabilities including income sources, the successful efforts of the East Bay Zoological Society (EBZS) to grow and manage the Zoo over the past 29 years, the successful fundraising for the Veterinary Medical Hospital and the California Trail project to date, and the plans for future fundraising success. Under the management of the EBZS, the Zoo has been one of the City's most successful cultural and educational institutions. This memorandum will demonstrate that the Zoo exemplifies the hallmarks of a financially sound non-profit institution with the full capability to implement the amended Master Plan. Additionally, this memorandum explains the funding that the Zoo receives from the City and from several voter-approved bond measures.

We also attach four documents that address recently raised issues related to native grasslands and traffic:

1. A June 20, 2011 letter from WRA Environmental Consultants responds to concerns of some members of the public that Knowland Park is one of the few places in the East Bay with large stands of intact native grasslands and that the project will have a significant impact. WRA found that there are approximately 73 acres of native grasslands in all of Knowland Park, with large stands of high quality (at least 40% cover) in upper Knowland Park above Golf Links road. The California Trail exhibit area contains approximately 17.2 acres of native grasslands and the project has the potential to permanently affect only 4.4 acres of native grasslands (about 6% of the total in Knowland Park), which would be mitigated through the Habitat Enhancement Plan requirements. (Attachment 1)

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<sup>1</sup> The Zoo submitted a memorandum on June 3, 2011 to Darin Ranelletti in the City's Planning and Zoning Division that addressed a number of issues raised by groups that oppose the California Trail project, including financial issues. The June 3, 2011 memorandum is attached (Attachment M) to the June 21, 2011 Agenda Report prepared for the City Council's consideration of the appeal of Master Plan amendment. This memorandum focuses on financial issues and addresses issues that have come to our attention after we submitted the June 3, 2011 memorandum.

[www.oaklandzoo.org](http://www.oaklandzoo.org)

2. A June 20, 2011 memorandum from Jim Martin, Environmental Collaborative documenting that the amended Master Plan will reduce the potential permanent impacts to native grasslands from 5.5 acres under the 1998 approved Master Plan to 4.4 acres.(Attachment 2)
3. A June 17, 2011 memorandum from Bill Burton, AECOM, responding to materials from the Friends of Knowland Park showing a backup from cars entering the Zoo on Sunday of Memorial Day weekend and confirming that these materials do not change the analysis or conclusions in the Subsequent Mitigated Negative Declaration/Addendum and that this backup can be effectively handled by the Zoo's policy when backups occur to permit cars to enter without payment at the entry kiosk. (Attachment 3)
4. A June 20, 2011 memorandum from Bob Westfall, Director of Park Services, Oakland Zoo outlining an Oakland Zoo policy to manage traffic flow from the City streets into the Zoo. The Zoo's traffic relieving protocol ensures that guest vehicles are waved through the Parking Fee Gate without having to stop or be charged the regular Zoo parking fee, thereby clearing back-ups on City streets. (Attachment 4)

## **B. The Oakland Zoo Is A Financially Strong Institution**

### **1. Long History of Financially Sound Management**

For the past 29 years, the EBZS has managed the Zoo in a fiscally responsible manner and has guided the substantial growth of the Zoo through numerous successful capital projects. The key elements of our financial success in the management and growth of the Zoo include:

- a. Since assuming management of the Zoo, the EBZS has generated sufficient revenues to cover its costs while investing in its future and has achieved this without any debt.
- b. The Board of Directors maintains an active finance committee that oversees the Zoo's budget and financial management. This Committee meets monthly to carefully review and advise the Executive Director and senior leadership on the Zoo's financial well-being. The committee is led by an Executive Vice President from Wells Fargo.
- c. The East Bay Zoological Society is governed by a 25-member volunteer Board of Trustees that provides oversight of the organization's mission and policies including active involvement in annual and longer term capital fundraising efforts. The Society also has a volunteer Foundation Board, which together with the Board of Trustees, is composed of senior leaders from Fortune 500 companies, established non-profits, and educational institutions.
- d. The Zoo maintains a professional finance staff. The current CFO, Carl Nichols, is a Harvard MBA with 25 years of financial expertise at Fortune 500, non-profit, and entrepreneurial institutions. The staff also includes a controller who is a certified public accountant.
- e. The Zoo obtains an independent auditor's report every year prepared by certified public accountants to review the accuracy of the Zoo's financial position. The audits are conducted in accordance with generally accepted auditing standards in the United States. This year, as in prior years, our auditors have found our financial management processes impeccable and issued an unqualified opinion.



## 2. Highly Successful Fundraising Organization

The EBZS has been consistently successful in major fundraising efforts for the Zoo.

- a. Over the past 29 years, the EBZS has raised approximately \$78,000,000 from public and private sources for capital improvements in the Zoo and Knowland Park. Improvements include the Maddie's Center for Science and Environmental Education, one of the largest education centers at a zoo in California, the Wayne and Gladys Valley Children's Zoo, and additional visitor amenities.
- b. The Zoo's Executive Director for the past 27 years, Joel J. Parrott, along with a five-person development office (with over 100 years of combined experience in fundraising including capital campaigns, and research, program and major gifts) successfully lead the Zoo's fundraising plans. Our Development Director, Emma Lee Twitchell, has thirty years of fundraising experience and has been responsible for more than a dozen capital projects that have raised in excess of \$250 million.
- c. The Society's volunteer Board of Trustees and Foundation Board members actively support the Zoo's planning and fundraising efforts both for its annual fund and longer-term capital projects. All volunteer members have committed significant time and financial resources to grow the Zoo.
- d. As a result of the Zoo's qualified staff and volunteer leadership, the Zoo enjoys support from a wide range of public and private funding partners, including but not limited to: Wayne and Gladys Valley Foundation, Lakeside Foundation, DMARLOU Foundation, Hedco Foundation, Thomas J. Long Foundation, J.M. Long Foundation, Thelma Doelger Trust for Animals, Oakland Rotary, Clorox Company Foundation, Fremont Bank Foundation, Wells Fargo Foundation, Koret Foundation, Maddie's Fund, S.D. Bechtel, Jr. Foundation, Silicon Valley Community Foundation, University of Phoenix Foundation, The Men's Wearhouse, Richard & Rhoda Goldman Fund, Pacific Gas & Electric, East Bay Community Foundation, California Cultural and Historic Endowment, California Cultural and Historic Endowment 4, East Bay Regional Park District Bond Measure WW, California Office of Parks and Recreation, -Nature Education Facilities Program, CALFIRE, Creative Works Fund, and The Rogers Family Foundation.
- e. In addition to the support of private funders, the City of Oakland voters have supported the Zoo through local finance measures. In 2002, the voters of Oakland approved Measure G, a City general obligation bond measure that allocated more than \$26M to the Oakland Zoo, more than \$11M of which is restricted for the California Trail exhibit.
- f. The Zoo's annual fund raised more than \$300,000 in 2010 as compared with \$110,000 in 2001 – growing nearly 175% in the past 9 years.
- g. The Zoo also receives income from memberships, which have grown from 1,800 households in 1985 to 26,000 households (with approximately 90,000 individual members) in 2011.

### 3. Highly Successful Operational Institution

The Oakland Zoo is an extremely appealing cultural and visitor attraction in the San Francisco Bay Area. As a result, it has been able to financially thrive over the years.

- a. Our current annual operating budget of \$12 million has expanded from \$2 million in 1991, growing an average of 9% per year.
- b. Unlike most zoos, the Zoo has been largely self-sufficient, generating approximately 90% of its operating revenues through its own programs, such as admissions, concessions, camps, rental facilities, memberships and contributions, and special events.
- c. The Zoo enjoys the strong support of the local and regional community as demonstrated by an attendance increase from approximately 470,000 in 2004 to more than 600,000 in 2010.
- d. The City of Oakland provides a modest annual operating subsidy for the Zoo of \$172,414 in accordance with the EBZS/City management agreement and an additional discretionary subsidy that varies annually. Last year, the City subsidy represented less than 5% of the Zoo's annual operating budget.
- e. In addition to the City's operational subsidy, the Zoo has the fortune of additional operating support as approved by voters. This includes the Transient Occupancy Tax ("Hotel Tax") that was approved by Oakland City voters in June 2009 and the East Bay Regional Park District property tax revenue, of which the Zoo receives a portion of funds.

### 4. Veterinary Medical Hospital and California Trail Exhibit Planning and Fundraising

The California Trail exhibit has been part of the Oakland Zoo's long range master plan for more than 15 years. Together, the new Veterinary Medical Hospital and the California Trail exhibit, represent the final phase of the Master Plan implementation.

- a. Our fundraising has been and will continue to be successful because we have in place the three most important elements to reach our goal: a strong and proven case for support, fundraising prospects with financial capacity and interest in the project, and capable leadership.
- b. The Veterinary Medical Hospital and the California Trail exhibit are vital to the ongoing success and vitality of the Oakland Zoo and to meet the needs and expectations of the communities we serve.
- c. The EBZS has raised more than \$35,000,000 to date for the Veterinary Medical Hospital and the California Trail exhibit. With this level of financial support, the Zoo can fully build and operate the Veterinary Medical Hospital and can build and operate a substantial portion of the California Trail exhibit.
- d. As the California Trail exhibit will be developed in phases over a number of years, our fundraising strategy necessarily mirrors the phasing schedule as some funders will only commit to fund when approvals or permits are granted, some funders commit to fund when construction starts, some funders commit late in the process in order to be the "last in", and still other funders have a variety of requirements that can only be met as the project proceeds.

## 5. Public Funding

We understand that some members of the public have expressed concern that the buildout of the amended Master Plan will require additional public funding and that public funding of the Zoo has and would occur without public scrutiny. To clarify the existing sources of public support, we have prepared the attached chart (Attachment 5) showing funds that the Zoo received based on City Council approval and voter approval. The chart shows:

- a. Per the City/EBZS Management Agreement, the Zoo receives an annual subsidy of \$172,414 and a City Zookeeper (equivalent of an additional \$40,000). This Agreement was approved by the City Council at a public hearing.
- b. The City Council through its budgeting process may approve additional discretionary funding to the Zoo. The current budget (2010/2011) commitment is for \$462,461. The City's budget is approved by the City Council at a public hearing.
- c. In fiscal year 2010/2011, the Zoo will receive an estimated \$264,000 from the City's transient occupancy tax. This tax was approved by the voters of Oakland on June 2, 2009.
- d. In fiscal year 2010/2011, the Zoo will receive an estimated \$522,405 from the East Bay Regional Park District property tax, which was approved by the East Bay Regional Park District voters.
- e. The Zoo will receive a total of \$23,600,000 from Measure G, a general obligation bond approved by the voters of Oakland in March 2002 for capital projects. Measure G specifically approved use of the bond funds for the California Exhibit. As of June 2011, \$11,400,000 remains to be allocated to the California Exhibit.
- f. The Zoo was allocated a total of \$4,000,000 for capital projects, such as the Veterinary Medical Hospital, as part of the East Bay Regional Park District Measure WW approved by the voters on November 4, 2008.

Consequently, all of the public funding of the Zoo is subject to full public scrutiny whether the funding is approved by the City Council or the voters. In fact, through numerous voter approved measures, the public has supported the Zoo and specifically, through Measure G, the development of the California Exhibit.



June 20, 2011

Nik Haas-Dehejia  
Director, Strategic Initiatives  
Oakland Zoo  
9777 Golf Links Road  
Oakland, California 94605

Re: Knowland Park Native Grasslands

Dear Nik,

In response to your request for more information concerning the amount of native grasslands in Knowland Park, on June 16, 2011, I conducted a reconnaissance level native grassland mapping exercise in Knowland Park outside of the existing zoo.

Using the methodology for defining native grasslands employed by biologist Jim Martin, Environmental Collaborative, and documented in his April 13, 2011 memorandum to Patricia Jeffery (included as Exhibit A to the April 27, 2011 Planning Commission Staff Report), I determined that (1) Knowland Park supports at least 73.25 acres of native grasslands with at least 10% native grass cover; (2) there are large stands of native grasslands in Upper Knowland Park above Golf Links road with extensive stands of purple needle grass, with some in excess of 40% cover; and (3) these native grasslands are at least equal to the quality of native grasslands within the California Trail Exhibit. Furthermore, the native grassland in the California Trail Exhibit have larger and more threatening infestations of invasive weed species such as French broom.

The attached map shows the extent of native grassland observed in Knowland Park during reconnaissance level mapping on June 16, 2011. Note that a few outlying grassland stands were not surveyed and may contain additional areas of native grassland than shown here.

In summary: (1) there are approximately 73.25 acres of native grasslands in Knowland Park; (2) approximately 17.2 of the 73.25 acres are located within the proposed perimeter fence; (3) the California Trail exhibit would potentially affect approximately 4.4 acres of native grasslands. Given the requirements of the Habitat Enhancement Plan, the impacts to native grasslands from the buildout of the Master Plan will be less than significant.

Sincerely,

A handwritten signature in black ink that reads "Geoff Smick". The signature is written in a cursive, flowing style.

Geoff Smick  
Associate Principal Ecologist



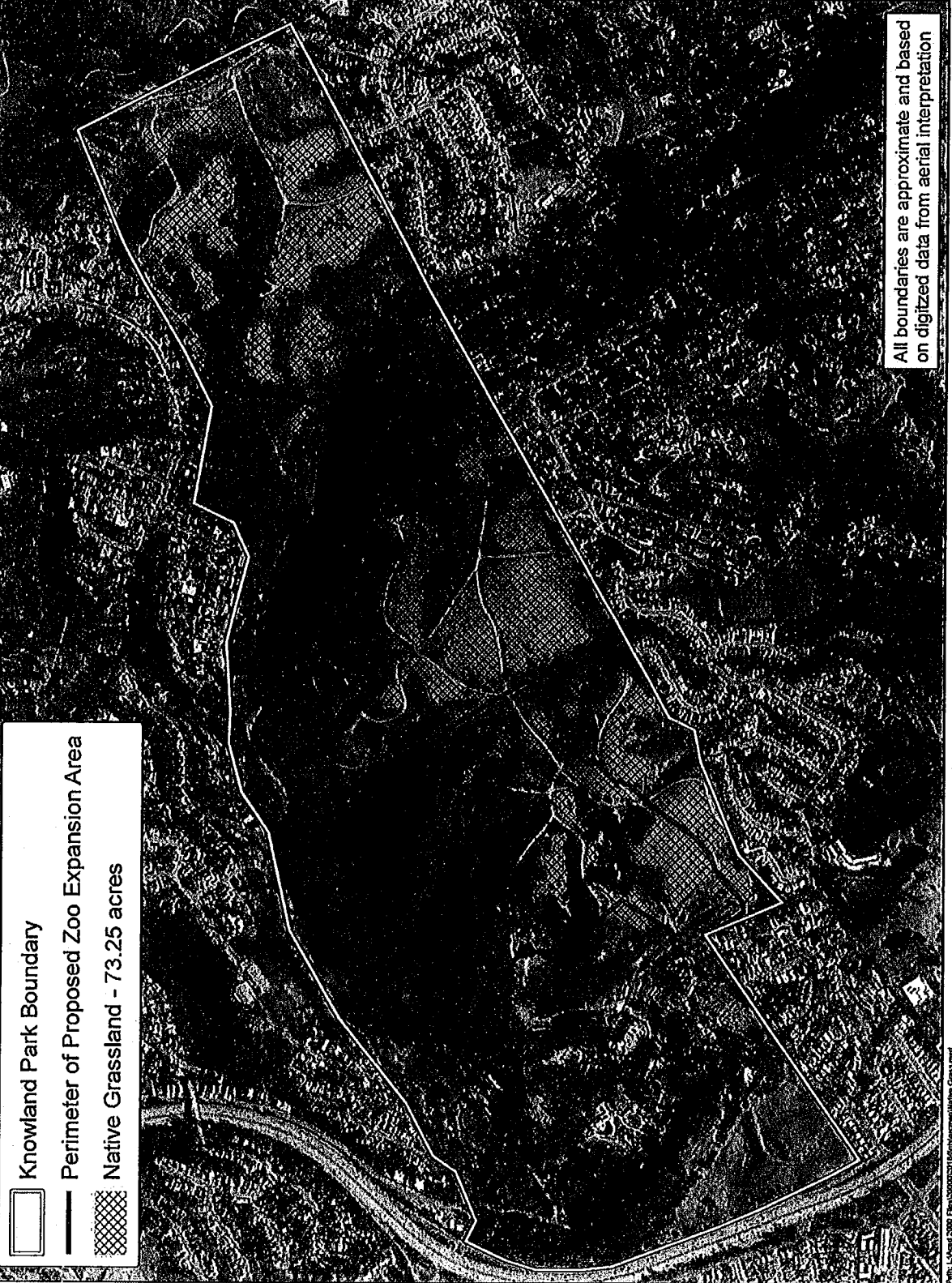
Knowland Park  
Alameda County,  
California

Native Grassland



0 200 400 800  
Foot

Map Date: June 2011  
Map By: Michael Rechle  
Base Source: ESRI Bing Maps



## ENVIRONMENTAL COLLABORATIVE

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Consultation • Documentation • Restoration  
1268 64th Street • Emeryville, CA 94608  
Phone 510/654-4444 • FAX 510/655-4444

### MEMORANDUM

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TO: Patricia Jeffery  
Placemakers  
1500 Park Avenue, Loft 310  
Emeryville, CA 94608

CC: Nik Dehejia, Director Strategic Initiatives, East Bay Zoological Society

DATE: 20 June 2011

FROM: Jim Martin  
ENVIRONMENTAL COLLABORATIVE

SUBJECT: Further Quantification of Potential Impacts on Native Grasslands  
Associated with the Approved 1998 Master Plan  
Oakland Zoo Master Plan in Knowland Park

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The Zoo asked Environmental Collaborative to provide an estimate of the acreage of native grasslands that would have been impacted as a result of the 1998 approved Master Plan in order to provide a comparison to the impacts of the proposed amended master plan. As detailed below, 5.57 acres of what was then mapped as native grasslands would have been affected as a result of the approved 1998 Master Plan.

Vegetation on the site was mapped in 1996 as part of the *Biological Resource Survey (BRS)*<sup>1</sup> conducted for the approved Master Plan. This included mapping stands of native grasslands, areas of non-native grasslands, thickets of French broom, and cover dominated by native scrub, chaparral and woodland. A hard copy of the 1996 vegetation map was scanned by Aliquot Engineers and the stands of native grasslands digitized into an electronic file for use in Autocad application. Aliquot Engineers also prepared an estimate of the likely limits of grading under the 1998 Master Plan where cut and fills could affect grassland cover, particularly along the loop road through the eastern portion of the site.

The attached Figure 1 shows the approved 1998 Master Plan and the assumed limits of grading in relation to the stands of native grassland as mapped in 1996. As was done with the worst-case estimate for the amended Master Plan, the limits of buildings, roadways, exhibits and limits of grading were all assumed to affect any native grasslands within their footprints. Figure 2-20 on page 2-45 of the Draft SMND/A was used to confirm the footprint of the various exhibit and

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<sup>1</sup> Cheung Environmental Consulting. 1996. *Biotic Resources Survey at Knowland Park/The Oakland Zoo*, prepared for East Bay Zoological Society, November.

use areas in the approved 1998 Master Plan, which included what was then existing bison/tule elk exhibit areas, as well as the California Interpretive Center, Off-site Breeding Area, and the Canyon Exhibit, River Exhibit, Woodland Exhibit, and Grizzly Bear Exhibit. Aliquot Engineers then calculated the areas of intersect (shown as dotted areas on Figure 1) between the assumed development footprint and the stands of native grassland, with polylines drawn in Autocad around the limits of each polygon.

Based on the intersect data shown in Figure 1 and conditions on the site in 1996, an estimated 5.57 acres of what was then mapped as native grasslands would have been affected as a result of the approved 1998 Master Plan. This is over one acre more than the worst case estimate of 4.44 acres of potentially affected native grasslands for the amended Master Plan, based on current field conditions. The majority of this considerable difference is due to the eastern portion of the loop road that would have passed through one of the largest stands of native grasslands on the site, which is still intact today. The eastern portion of the footprint to the River Exhibit also would intersect with this same stand of native grassland, and contributes to the larger estimate of potentially affected native grasslands associated with the approved 1998 Master Plan.

**Figure 1**

**Native Grassland Disturbance for 1998 Master Plan**

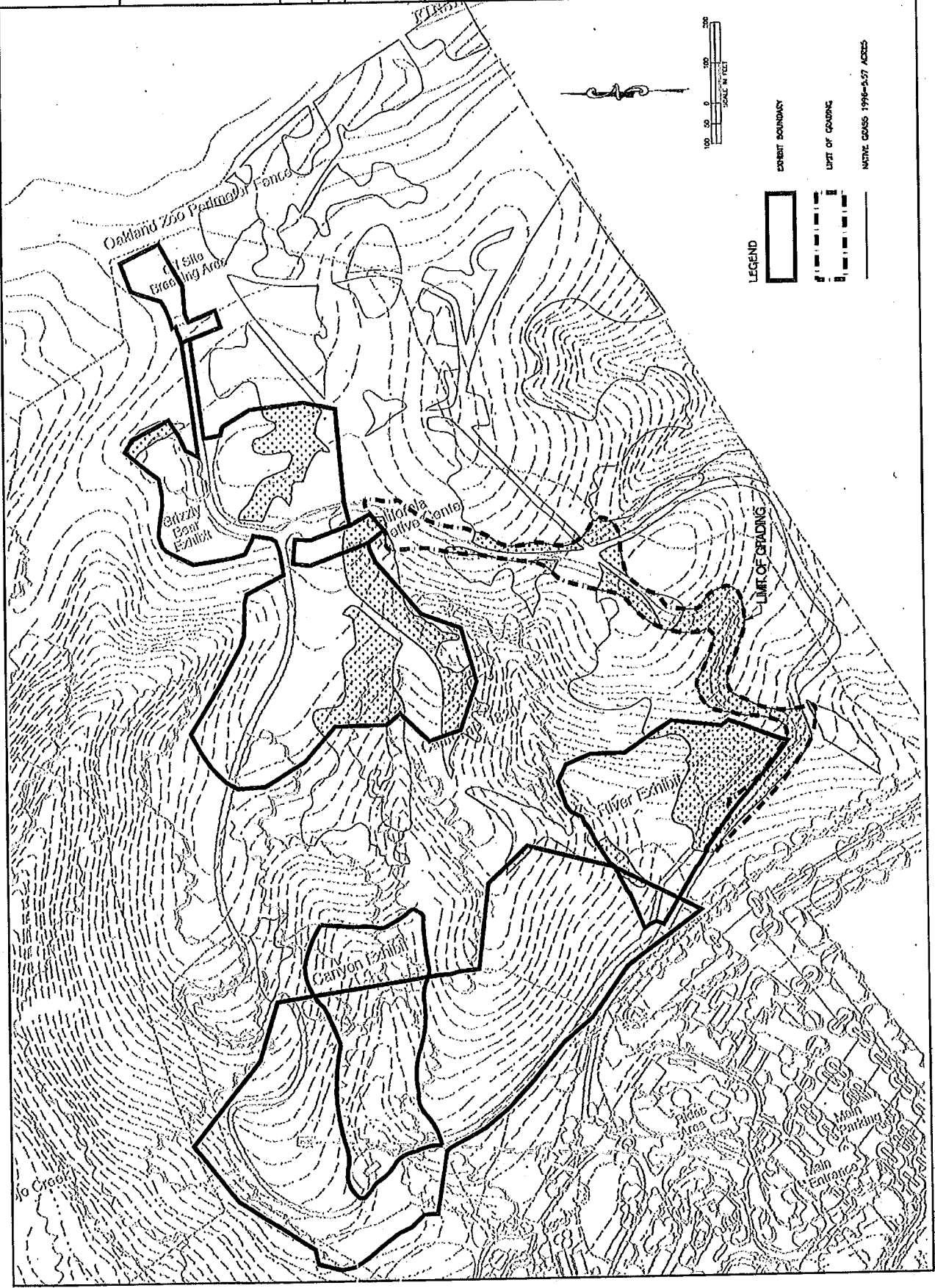




NO.	DATE	REVISIONS

OAKLAND  
 KNOWLAND PARK-OAKLAND ZOO  
 FOR 1998 MASTER PLAN  
 CALIFORNIA

DATE	11/1/98
SCALE	1" = 100'
PROJECT NO.	1998-001
CLIENT	ALBION PARK
DATE	11/1/98
SCALE	1" = 100'
PROJECT NO.	1998-001
CLIENT	ALBION PARK





AECOM  
2101 Webster Street  
Suite 1000  
Oakland, CA 94612  
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510 622 6600 tel  
510 834 5220 fax

## Memorandum – Attachment 3

To	Nik Haas-Dehejia, Oakland Zoo	Page	1
Subject	Oakland Zoo – Memorial Day Traffic Conditions		
From	Bill Burton		
Date	June 17, 2011		

Per your request, we have reviewed the photographs and videos posted at the Save Knowland Park website taken on May 29, 2011, which was the Sunday of Memorial Day weekend (<http://www.saveknowland.org/TrafficCongestionAtTheZooPage/index.html>). The photographs and videos show traffic queues generated by vehicles waiting to enter the Zoo at the entry payment kiosk. These queues extend through the Golf Links Road/Mountain Boulevard and Golf Links Road/I-580 Westbound Ramps intersections.

In our opinion, the unusually busy conditions at the Zoo were the result of the holiday weekend when there was sunny weather the day after a rainy Saturday (and, after an unusually wet winter and wet spring). Also, the Zoo is celebrating the recent birth of river otter pups and a wallaroo joey. Births at zoos tend to correlate with a short-lived attendance increase as explained in the Analysis of Oakland Zoo Attendance prepared by Hausrath Economics Group (November 2010). Because of these circumstances, Zoo traffic was abnormally high. Attendance records show that on May 29, 2011, the Zoo had its highest recorded attendance in the past 12 months (i.e. this was the busiest day in the past year). Indeed, attendance on Sunday May 29, 2011 was 31 percent higher than the highest attended Sunday in all of summer 2010 (June, July, August). Past attendance records show that the Zoo typically experiences two to three days a year of unusually high attendance.

The traffic conditions observed on May 29, 2011, do not alter the analysis or conclusions of the transportation impact analysis conducted for the proposed amendment to the Oakland Zoo Master Plan. In accordance with generally accepted transportation impact methodology, the analysis for the Zoo project assumed an average weekend condition during the summer season when Zoo traffic is at its peak and, thus, represents a conservative analysis. It is not accepted practice, nor warranted, to assume that abnormally high traffic conditions represent a typical condition that must be analyzed.

We understand that the Zoo has a policy of waving vehicles in without charging payments during periods when vehicular queues extend from the entry kiosk onto Golf Links Road. When implemented, this measure should eliminate off-site queuing conditions during short periods of peak attendance arrivals on extremely busy summer weekend days.

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**MEMORANDUM – ATTACHMENT 4**

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**TO:** DR. JOEL J. PARROTT, EXECUTIVE DIRECTOR, EAST BAY ZOOLOGICAL SOCIETY  
NIK DEHEJIA, DIRECTOR, STRATEGIC INITIATIVES, EAST BAY ZOOLOGICAL SOCIETY

**FROM:** BOB WESTFALL, DIRECTOR, PARK SERVICES, EAST BAY ZOOLOGICAL SOCIETY

**SUBJECT:** OAKLAND ZOO POLICY REGARDING TRAFFIC BACK-UPS AT ZOO ENTRANCE

**DATE:** 6/20/2011

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As the Director of Park Services and Chief of Public Safety and Security for the Oakland Zoo during the past 30 years, it was brought to my attention that some members of the public have raised concerns about traffic back-ups at the Zoo. I have reviewed the photographs and videos from the Friends of Knowland Park website concerning traffic back-ups on Sunday, May 29, 2011 – Memorial Day Weekend.

Traffic control and management has always been a primary focus of the park services and public safety staff, both to ensure visitor satisfaction and to provide orderly and safe traffic flow both at the entrance and exits for the Zoo. Traffic back-ups, such as those visually documented over Sunday, May 29 of Memorial Day Weekend, are typically restricted to a handful of days during the year. In fact, the particular Sunday in question was the highest traffic day at the Oakland Zoo in the past twelve months.

When these traffic back-ups occur at the entrance to the Zoo from the Golf Links Road and Mountain Boulevard intersection and/or the Highway 580 off ramps, the park services and public safety staff immediately implements a traffic relieving protocol to resolve these concerns. This traffic relieving protocol ensures that guest vehicles are waved through the Parking Fee Gate without having to stop or be charged the regular Zoo parking fee. Our personnel are trained to begin and apply this protocol until such time as traffic is clear of the intersection and off-ramps.

Although I was not at the Zoo on May 29, I have confirmed that the staff did not implement the policy. This was a one-time mistake and is not representative of our protocol or usual practice. I have spoken with all staff again to ensure awareness of this protocol and confirmed with staff that they have the authority to implement this protocol independent of my presence at the Zoo. I will be monitoring the upcoming July 4<sup>th</sup> weekend, which could have some high traffic times, to ensure that, if necessary, this protocol is implemented smoothly.

**Attachment 5  
East Bay Zoological Society / Oakland Zoo**

<b>A. CITY OF OAKLAND GENERAL FUND OPERATING SUPPORT TO EAST BAY ZOOLOGICAL SOCIETY</b>			
<b>SUPPORT TYPE</b>	<b>FY 2010-11 COMMITMENT</b>	<b>DISCUSSION</b>	<b>APPROVED BY</b>
Operating Support	\$ 634,875	\$634,875 received by East Bay Zoological Society on 10/01/10. Of this amount, \$172,414 is city subsidy + 1 City Zookeeper (equivalent of \$40,000) as detailed in section 14 of the EBZS-City May 2005 management agreement. Remaining funds are provided at discretion of City of Oakland	City of Oakland City Council per 5/23/05 Management Agreement with EBZS
<b>B. VOTER APPROVED FUNDS FOR EAST BAY ZOOLOGICAL SOCIETY</b>			
<b>SUPPORT TYPE</b>	<b>FY 2010-11 ESTIMATED</b>	<b>DISCUSSION</b>	<b>APPROVED BY</b>
Transient Occupancy Tax (TOT)	\$ 264,000	A 2% "Hotel Tax" surcharge to existing City of Oakland tax provides an equal 25% share of incremental funds to the Oakland Zoo, Oakland Museum of California, Chabot Space and Science Center, and City of Oakland Cultural Arts Programming	Voters of Oakland on June 2, 2009
Property Tax	\$ 522,405	East Bay Regional Park District tax of which a portion is allocated to the Oakland Zoo	East Bay Regional Park District voters
<b>TOTAL (TOT + Prop. Tax)</b>	<b>\$ 786,405</b>		
<b>SUPPORT TYPE</b>	<b>TOTAL COMMITMENT</b>	<b>DISCUSSION</b>	<b>APPROVED BY</b>
Measure G	\$ 23,600,000	\$59M general obligation bond for the Oakland Zoo, Oakland Museum of California, and Chabot Space and Science Center. Oakland Zoo was allocated \$23.6M for the California Trail exhibit, Children's Zoo, and other related infrastructure improvements. As of June 2011, \$11.4M remains to be allocated to the California Trail exhibit	Voters of Oakland in March 5, 2002
Measure WW	\$ 4,000,000	Oakland Zoo was allocated a total of \$4,000,000 as part of the East Bay Regional Park District Measure WW. These funds can be used to support any capital improvements at the Oakland Zoo, including the Veterinary Medical Hospital and California Trail exhibit	Voters of East Bay Regional Park District Bond Measure November 4, 2008