



**REGULAR MEETING MINUTES**

**Date:** 9/12/2023  
**Time:** 6:00 p.m.  
**Locations:** Teleconference and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**Regular Session**

**A. Call To Order**

Mayor Wolosin called the meeting to order at 6:05 p.m.

**B. Roll Call**

**Present:** Combs (remote – AB 2449 Just Cause), Doerr (remote – Brown Act and entered the meeting at 7:04 p.m.), Nash, Taylor, Wolosin  
**Absent:** None  
**Staff:** City Manager Justin I. C. Murphy, Assistant City Manager Stephen Stolte, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Report from Closed Session**

No reportable actions.

**D. Agenda Review**

The City Council reordered the agenda taking I. Consent Calendar and J1. Public Hearing before H. Study Session.

**E. Public Comment**

- Jenny Michel spoke in support of Senate Bill 58 (SB 58).
- Bill Kirsch spoke in support of the Ravenswood Avenue project, removal of street parking on Menlo Avenue after El Camino Real and the installation of bike routes.
- Doug Wise spoke on concerns related to safety issue of electric bicycles (e-bikes).
- Menlo Park Legends baseball program representative David Klein spoke on concerns and provided solutions about a downed tree at Nealon Park, which damaged a fence in March.

**P. Closed Session – public comment**

P1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the American Federation of State, County, and Municipal Employees Local 829 (AFSCME)

Agency designated representatives: City Manager Justin I.C. Murphy, Administrative Services Director Brittany Mello, Assistant City Manager Stephen Stolte, City Attorney Nira Doherty, Special

Counsel Charles Sakai

- P2. Conference with real property negotiators pursuant to Government Code §54956.8  
Property location: 975 Florence Ln., Unit 8, Menlo Park, CA  
City negotiators: Justin I.C. Murphy, Nira Doherty, Deanna Chow  
Negotiating parties: Paul Goswamy (Owner)  
Under negotiation: Price, terms of payment, property negotiations
- Kristen Leep with donated time from Judy Leep spoke on the 975 Florence Ln., Unit 8, purchasing process and requested assistance.
- P3. Conference with legal counsel – existing litigation  
Paragraph (1) of subdivision (d) of Section 54956.9  
Name of case: Tobias Kunze and Liliana Kunze Briseno v. City of Menlo Park (Case No. 3-CIV-00590)
- P4. Conference with legal counsel – anticipated litigation  
(Paragraph (2) of subdivision (d) of Gov. Code § 54956.9)  
Significant exposure to litigation: One case

#### **F. Presentations and Proclamations**

- F1. Proclamation: National Preparedness Month (Attachment)
- Jenny Michel spoke on economic disparity, climate breakdown and disproportional impacts from disasters.
- Mayor Wolosin read the proclamation (Attachment).
- Lynne Bramlett with MPC Ready accepted the proclamation.
- F2. Proclamation: National Service Dog Month (Attachment)
- Mayor Wolosin read the proclamation (Attachment).
- Samara Crasilneck and Dana Kavy accepted the proclamation.
- F3. Presentation: San Mateo County Mosquito and Vector Control District annual update (Attachment)
- San Mateo County Mosquito and Vector Control District's Public Health Education and Outreach Officer Rachel Curtis-Robles made the presentation (Attachment).

#### **G. Advisory Body Vacancies and Appointments**

- G1. Consider applicant and make an appointment to fill a vacancy on the Finance and Audit Commission (Staff Report #23-198-CC)
- Assistant to the City Manager/ City Clerk Judi A. Herren introduced the item.

The City Council made an appointment to fill a vacancy on the Finance and Audit Commission:

- Susan Prohaska – term expiring April 30, 2024

## **I. Consent Calendar**

- I1. Accept the City Council meeting minutes for August 15, 22, and 29, 2023 (Attachment)
- I2. Award a construction contract to One Workplace for the Menlo Park Community Campus furniture project (Staff Report #23-199-CC)

**ACTION:** Motion and second (Nash/ Taylor), to approve the consent calendar, passed 4-0 (Doerr absent).

## **J. Public Hearing**

- J1. Adopt a resolution to abandon a storm drain easement at 1585 Bay Laurel Dr. (Staff Report #23-200-CC)

Senior Civil Engineer Rambod Hakhamaneshi made the presentation (Attachment).

Mayor Wolosin opened the public hearing.

Mayor Wolosin closed the public hearing.

**ACTION:** Motion and second (Nash/ Wolosin), to adopt a resolution ordering the vacation and abandonment of a storm drain easement lying within 1585 Bay Laurel Dr., passed 4-0 (Doerr absent).

## **H. Study Session**

- H1. Provide direction on restarting the Neighborhood Traffic Management Program (Staff Report #23-201-CC)

Assistant Public Works Director Hugh Louch made the presentation (Attachment).

- Bill Kirsch spoke in support of designing streets to produce lowered speeds instead of waiting until there is speeding and implementing traffic calming.
- Katie Behroozi spoke in support of streamlining the Neighborhood Traffic Management Program (NTMP) to make it easier to add traffic calming measures to neighborhood streets.
- Adina Levin spoke in support of staff proposed changes to the NTMP, in support of using City repaving projects to make proactive street safety improvements, and focusing City safety investments in areas with the greatest safety challenges.
- Daniel Hom spoke in support streamlining the NTMP program and improving safety on Willow Road, especially for people crossing the road.
- Pam D. Jones requested a reassessment of Hamilton Avenue stop signs and an evaluation of e-bike speeds and continued education for bicyclists.

The City Council received clarification on citywide traffic calming measures, citywide speed limit, previously requested or implemented NTMP projects, sensitive populations, NTMP focus and

prioritization of streets.

The City Council discussed separating parking restrictions from the NTMP, rubber speed humps, traffic volume and population density correlation (e.g., Chilco Street), prioritizing school zones, reassessing Hamilton Avenue stop signs, e-bike safety concerns, thresholds for most dangerous streets including sensitive populations (schools, seniors, new residential, etc.) and Options 1 and 2 presented by staff.

The City Council directed staff to return with an update on the Vision Zero Action Plan, followed by refinement of the NTMP process/flow chart, development of criteria and prioritization of sensitive populations, and focusing the program on speed reductions and safety requests. Staff will also identify how the NTMP program changes would impact resource allocation for transportation requests and projects.

## **K. Regular Business**

- K1. Authorize the city manager to execute an agreement with Team Sheeper, Inc., to operate Burgess Pool and the future Menlo Park Community Campus aquatics center (Staff Report #23-206-CC)

Library and Community Services Director Sean Reinhart and Library and Community Services Supervisor Tricia Mullan made the presentation (Attachment).

Tim Sheeper made a presentation.

- Robert Peck spoke in support of amending the agreement to allow SOLO Aquatics (SOLO) space at the pools and increasing termination notice from five to 30 days.
- John Martin spoke in support of including SOLO in the agreement.
- Drew Nelson spoke in support of including SOLO in the agreement.
- Kathryn Brottem spoke in support of including SOLO in the agreement.
- EJ Shakiby spoke in support of including SOLO in the agreement.
- Siobhan Pickett spoke in support of including SOLO in the agreement.
- Sahil Pesai spoke in support of including SOLO in the agreement.
- Kathryn Saxton spoke in support of including SOLO in the agreement.
- Fang Paulson spoke in support of including SOLO in the agreement.
- Leanne Breckenridge spoke in support of including SOLO in the agreement.
- Sadbera Raj spoke in support of including SOLO in the agreement.
- Jessica Gronski spoke in support of including SOLO in the agreement.
- Tarun Patel spoke in support of including SOLO in the agreement.
- Adrian Kunze Briseno spoke in support of including SOLO in the agreement.
- Matthew Pistorino spoke in support of including SOLO in the agreement.
- Kathryn Todd spoke in support of including SOLO in the agreement.
- Ryan Williams spoke in support of including SOLO in the agreement.
- Tom McRae spoke in support of including SOLO in the agreement.
- Katherine Afanasiev spoke in support of including SOLO in the agreement.
- Marlene Santoyo read a comment into the record regarding the proposed fees.
- Tobias Kunze Briseno spoke in support of including SOLO in the agreement and increasing the termination notice from five to 30 days.
- Eric Kuhnen spoke in support of including SOLO in the agreement.

- Olga Afanasiev spoke in support of including SOLO in the agreement and increasing the termination notice from five to 30 days.

The City Council took a recess at 9:32 p.m.

The City Council reconvened at 9:41 p.m.

The City Council received clarification on the absence of a SOLO exhibit in the agreement, inclusion of a clause for city to approve the use and termination of subcontractors, emergency preparedness and training, user fees, termination notice, timeline and potential 30-day extension, request for proposal (RFP) original requests and liquidated damages.

The City Council discussed the subcommittee's process and goals, including a SOLO exhibit in the agreement, additional engagement with SOLO, Palo Alto's agreement with Team Sheeper Inc. (Sheeper), mutual indemnification, acknowledging highest priority program as water safety, compliments and complaints process, procedure, and accessibility and comparable/similar services at both pools.

The Subcommittee received clarification on specifications in the agreement and requested changes (Attachment):

- Remove "City must make changes to the facility that operator requests, and those must be removed after the contract ends, and the city must pay for those." from agreement.
- "Duty" is on the pool deck, watching the pool.
- Update initial term three years and extended term one year.
- Requiring Livescans for all employees and non-employees who work with or have contact with minors, at operator's expense.
- Remove "aquatics" from "Annual gross revenues include any and all of Operator's income related to aquatics programs and operations that take place in whole or in part at Premises."
- Remove waiver of revenue share in year one, but remove the \$20,000 minimum.
- Language update to Section 15. Liquidated damages (k-1.20).
- Updates to Ex F related to checks, cleans, repairs, and replaces items for "Pool" and on deck" to Operator opposed to City.
- Janitorial services at Burgess provided by Operator.
- All reports to be quarterly.

**ACTION:** By acclamation, the City Council extended the meeting past 11 p.m.

The City Council directed staff to include mutual indemnification, adding city reserves the right to request a meet and confer with the city and Operator for any schedule change before implementation, compliments and complaints should be sent/received to/from Operator and city, to include a SOLO exhibit in the agreement consistent with the exhibit in past agreements, Operator to provide residency information in report outs, and for annual gross revenues to include any and all Operator's income related to aquatics programs and operations that take place in whole or in part at premises.

**ACTION:** Motion and second (Wolosin/ Combs), to authorize the city manager to execute an aquatics operator agreement (Agreement) with Team Sheeper, Inc., at Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center, subject to the revisions and direct staff to finalize the

agreement, 3-2 (Nash and Taylor dissented).

- K2. Adopt a resolution to authorize left-turn restrictions from Oak Grove Avenue onto Garwood Way and Merrill Street (Staff Report #23-203-CC)

Assistant Public Works Director Hugh Louch introduced the item.

The City Council received clarification on safety and access concerns.

**ACTION:** Motion and second (Nash/ Wolosin), to adopt a resolution to authorize left-turn restrictions from Oak Grove Avenue to Merrill Street and Garwood Way to address safety concerns, passed unanimously.

- K3. Receive and file report on labor relations and receive public input on upcoming labor negotiations with Service Employees International Union Local 521, Temporary Employees Unit (Staff Report #23-197-CC)

Administrative Services Director Britany Mello introduced the item.

**ACTION:** Motion and second (Taylor/ Nash), to receive and file report on labor relations and receive public input on upcoming labor negotiations with Service Employees International Union Local 521, Temporary Employees Unit (SEIU), passed unanimously.

#### **L. Informational Items**

- L1. City Council agenda topics: September – October 2023 (Staff Report #23-207-CC)
- L2. Transmittal of city attorney billing (Staff Report #23-202-CC)
- L3. Police department quarterly update – Q2 April 2023 – June 2023 (Staff Report #23-208-CC)

The City Council received clarification on number and types of stops and violations.

- L4. Update on City's Housing Element Update project status and next steps (Staff Report #23-204-CC)

Discussed call with California Department of Housing and Community Development (HCD) and City and timeline.

- L5. City Council fiscal year 2023-24 priorities work plan (Staff Report #23-205-CC)

#### **M. City Council Initiated Items**

- M1. Direction on former Sunset magazine campus (Staff Report #23-209-CC)

City Councilmember Combs withdrew this request.

**M2. Direction on the USGS campus on Middlefield Road (Staff Report #23-210-CC)**

City Councilmember Combs withdrew this request.

**N. City Manager Report's**

City Manager Justin Murphy reported out on public works open house.

**O. City Councilmember Reports**

City Councilmember Nash reported out on a multi-jurisdictional meeting that discussed the Stanford Community plan.

**P. Closed Session**

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City negotiators: Justin I.C. Murphy, Nira Doherty, Deanna Chow

Negotiating parties: Paul Goswamy (Owner)

Under negotiation: Price, terms of payment, property negotiations

**P3. Conference with legal counsel – existing litigation**

Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Tobias Kunze and Liliana Kunze Briseno v. City of Menlo Park (Case No. 3-CIV-00590)

**P4. Conference with legal counsel – anticipated litigation**

(Paragraph (2) of subdivision (d) of Gov. Code § 54956.9)

Significant exposure to litigation: One case

**Q. Adjournment**

Mayor Wolosin adjourned to the closed session at 12:11 a.m.

Mayor Wolosin adjourned the meeting at 12:50 a.m.

Assistant to the City Manager/ City Clerk Judi A. Herren

These minutes were approved at the City Council meeting of October 10, 2023.

# Proclamation

## National Preparedness Month

**WHEREAS**, the State of California is prone to major disasters and often suffers severe fires during the hot dry summer seasons during which residents may only have minutes before they must evacuate; and

**WHEREAS**, Menlo Park and the surrounding areas are also subject to major floods and everyone lives in an area with some flood risk; and

**WHEREAS**, California has the highest risk of earthquakes in the United States, and secondary disasters following earthquakes may include fires, power outages, downed power lines and flooding; and

**WHEREAS**, when disaster strikes, the entire Bay Area may sustain catastrophic damage to buildings, roads and airports, and bridges and infrastructure may be down for days or weeks; and

**WHEREAS**, the loss of life and property, and injuries, can be greatly reduced if appropriate preparedness efforts are taken before a major emergency; and

**WHEREAS**, Menlo Park's residents must be prepared in their residences with the peace of mind that they and their families are ready to weather major emergencies; and

**WHEREAS**, getting to know our neighbors ahead of a disaster and having a plan to work together until outside help can arrive helps to reduce the potential for emotional and physical pain and suffering that compounds when a disaster strikes, and can lessen the burden on our first responders; and

**WHEREAS**, the time it takes for our City to recover following a significant emergency will be greatly reduced by a well-prepared community; and

**WHEREAS**, the people of Menlo Park can hasten recovery from a major emergency by being prepared at work and home, and are thus strongly encouraged to make emergency preparedness efforts.

**NOW, THEREFORE, BE IT PROCLAIMED** I, Jen Wolosin, Mayor of the City of Menlo Park, do hereby recognize September as National Preparedness Month and urge our entire community to take tangible actions to prepare for emergencies to make our community safer for all people.



  
Jen Wolosin, Mayor  
September 12, 2023



# Proclamation

## National Service Dog Month

**WHEREAS**, service dogs are specially trained to perform specific tasks for people with disabilities as defined by the Americans with Disabilities Act, including but not limited to retrieving objects, assisting with balance, giving seizure or diabetic or other medical alerts, and assisting those with psychiatric disabilities or visual impairments; and

**WHEREAS**, service dogs also serve our nation's wounded warriors suffering from conditions such as post-traumatic stress and traumatic brain injury, and provide companionship to their humans while inspiring confidence that allows their humans to better manage disabilities and live fuller lives; and

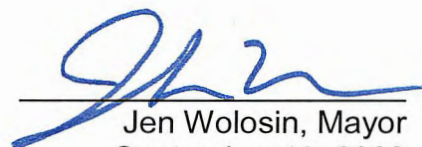
**WHEREAS**, service dogs, service dog trainers, and service organizations empower people with disabilities to lead lives with greater independence by providing best-in-class training, ongoing follow-up services, and a deeply committed community of support; and

**WHEREAS**, before being paired with a human, each service dog requires months of training and practice, and before dogs are placed as potential companions, they must be raised in an environment that is conducive to learning; and

**WHEREAS**, across America, hundreds of canines are raised by volunteer puppy raisers each year who agree to provide a safe environment, attend classes, teach manners and basic commands, provide for food, veterinary expenses, and transportation, and agree to give up the puppy after an 18-month time period; and

**WHEREAS**, National Service Dog Month aims to highlight the benefits of service dogs and the laws protecting them, as well as the invaluable impact service dogs have on the lives of people living with disabilities; and

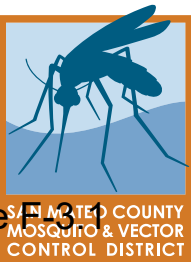
**NOW THEREFORE, BE IT RESOLVED** that I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and the City, do hereby recognize September as National Service Dog Month, celebrate the extraordinary work of service dogs and those who work with service dogs across the world, and encourage all to join us in honoring these special heroes who dedicate their lives to help their human companions.

  
Jen Wolosin, Mayor  
September 12, 2023



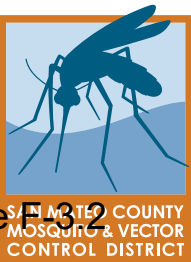


# San Mateo County Mosquito and Vector Control District



# Who We Are

- Taxpayer-funded special district
- State-certified vector control technicians
- Mission - To safeguard the health and comfort of the people of San Mateo County through a planned program to monitor and reduce mosquitoes and other vectors.



# Our Work (Integrated Pest Management)



**Mosquito control**



**Mosquitofish**



**Insect and tick ID**



**Rodent inspections**



**Yellowjacket control**



**Community education**

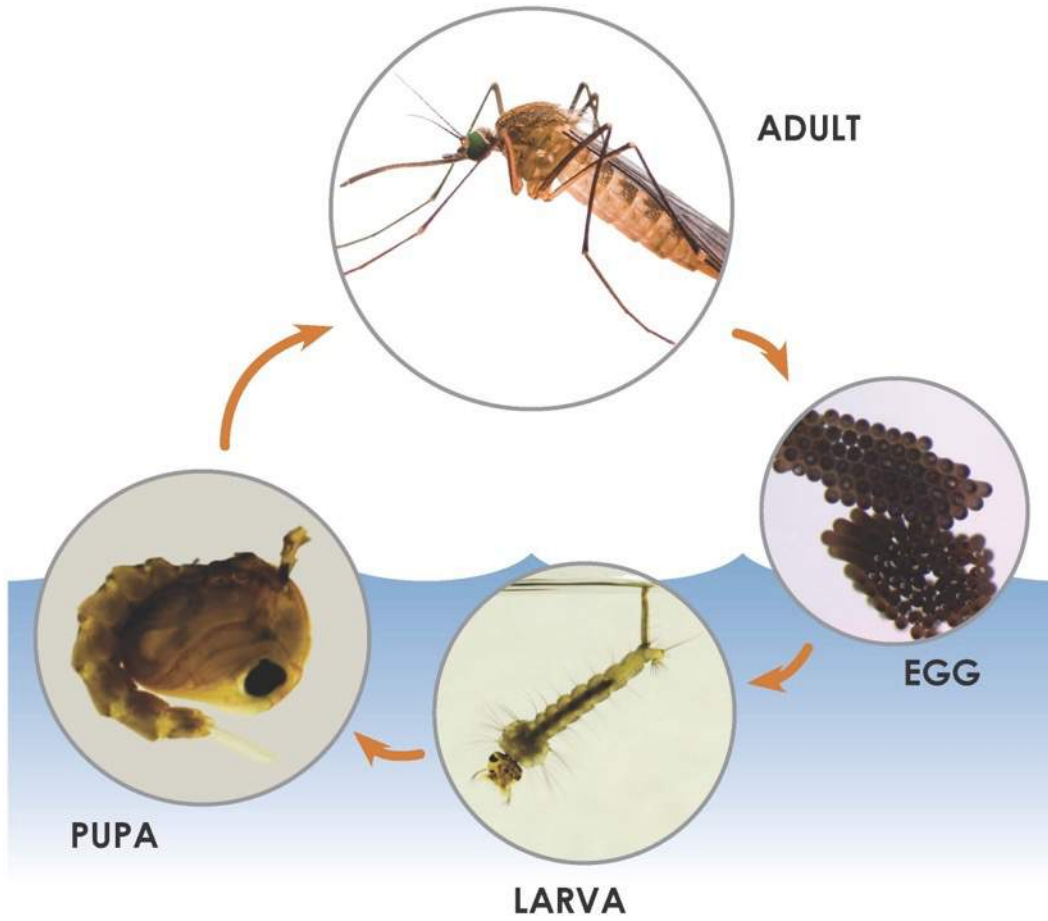


**Disease surveillance**

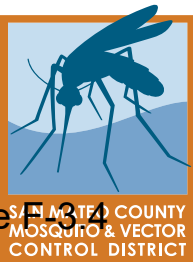
**There is no charge for individual services;  
services are paid for by tax revenues**



# Mosquito Control



- Mosquitoes lay eggs on or near standing water; larvae and pupae develop in the water
- West Nile virus is a seasonal concern; resident can report dead birds and should use insect repellent when outdoors in the evenings and early mornings



**ONE MOSQUITO  
IS ONE TOO MANY**  
Report even just **ONE** mosquito.

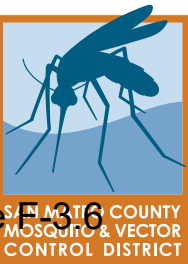


650-344-8592  
[www.smcmvcd.org](http://www.smcmvcd.org)



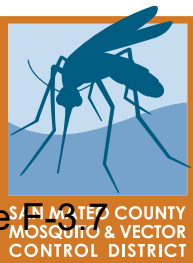
# Mosquitofish

- Natural predators of mosquito larvae
- Can be placed in non-natural water, such as unused (green) swimming pools, fountains, fishponds



# Insect and Tick Identification

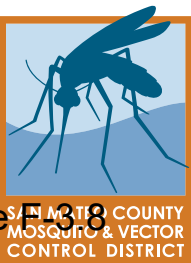
- Scientific staff have extensive identification expertise
- Tick collection, identification, and testing for surveillance purposes
- Advice for mites, cockroaches, and other insects





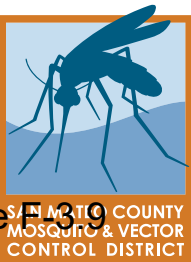
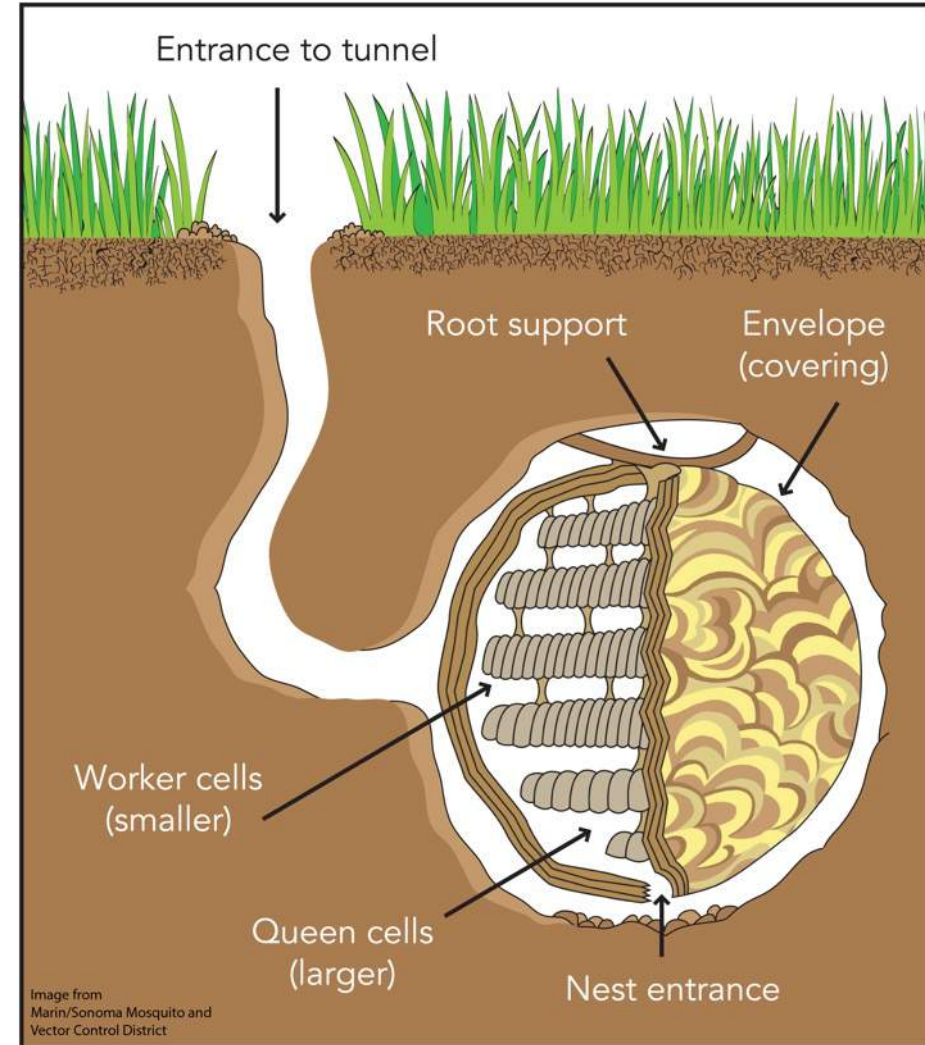
# Rodent inspections

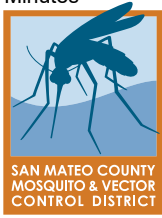
- Comprehensive property inspection
- Identification of rodent attractants and entry points
- Custom inspection report, information, and snap traps
- Advice on best methods for exclusion work, tips on hiring a pest control company or for DIY



# Yellowjacket control

- Yellowjackets seek sugar and protein – like at picnics and barbeques
- They are aggressive, sting, and can cause severe allergic reactions
- District staff can treat/remove ground-nesting yellowjackets in cases where the location of the nest is known





# Menlo Park 2022 Snapshot



**196**

## Service Requests

Residents can submit service requests via phone or online at [smvmvcd.org](http://smvmvcd.org).



**7**

## Mosquito Service Requests

Technicians collect samples and search the area to find and treat mosquito sources.



**96**

## Yellowjacket Service Requests

Technicians can treat nests if the resident knows where the nest is located.



**53**

## Rodent Service Requests

Technicians conduct a comprehensive exterior inspection and provide a detailed report.



**1,116**

## Mosquito Sources

Known locations with standing water that have potential to breed mosquitoes.



**3,086**

## Site Inspections

Mosquito sources are inspected multiple times each year to detect mosquito breeding.



**110**

## Larval Samples

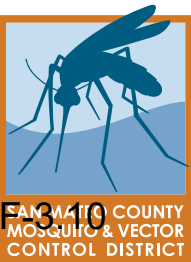
Technicians collect samples for species identification to determine optimal treatment.



**813**

## Site Treatments

Control methods include biorational and chemical products to treat actively breeding sources.



# You may recall *Aedes aegypti*...



- Invasive *Aedes aegypti* mosquitoes were found in Menlo Park in 2013
- Through collaboration with residents, this species was eradicated in 2015
- We continue extra surveillance and preventive treatment in the area



# Mosquito Control



MOSQUITOES ONLY  
NEED A TINY BIT OF  
WATER TO GROW –  
EVEN A BOTTLE  
CAP CAN GROW  
MOSQUITOES!

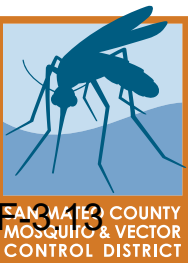
Residents can play a **key role** in reducing water where mosquitoes can breed by **dumping water once a week**



# Questions? Don't be shy!

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

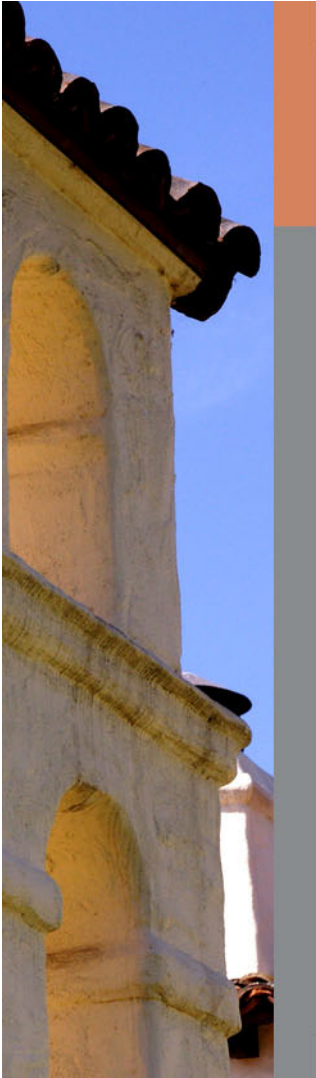
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# RESOLUTION TO ABANDON STORM DRAIN EASEMENT

1585 Bay Laurel Drive, Menlo Park



## PROJECT BACKGROUND

- By Resolution 1161 adopted August 9, 1955, the City of Menlo Park abandoned a portion of Olive Street and retained an easement for storm drain purposes only over the entire 60 ft width.
- The 30-foot wide portion of the stormdrain easement area falling on 1585 Bay Laurel Drive has never been used for storm drain or other utility purposes.
- Subsection (a) of Section 8333 of the California Streets and Highways Code allows a summary vacation of easement that has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.
- On July 10, 2023 the Planning Commission adopted Resolution No. 2023-34 confirming that proposed easement vacation is consistent with the City's General Plan and recommending that the City Council approve the easement vacation.









## RECOMMENDED ACTION

- Adopt resolution ordering the vacation and abandonment of the 30-foot wide portion of the storm drain easement on 1585 Bay Laurel Drive.



**THANK YOU**

A photograph of a grassy field with a wooden fence in the foreground. In the distance, two people are visible on a path. The sky is overcast. The image is framed by a light green vertical bar on the left and a light grey vertical bar on the right.

# NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

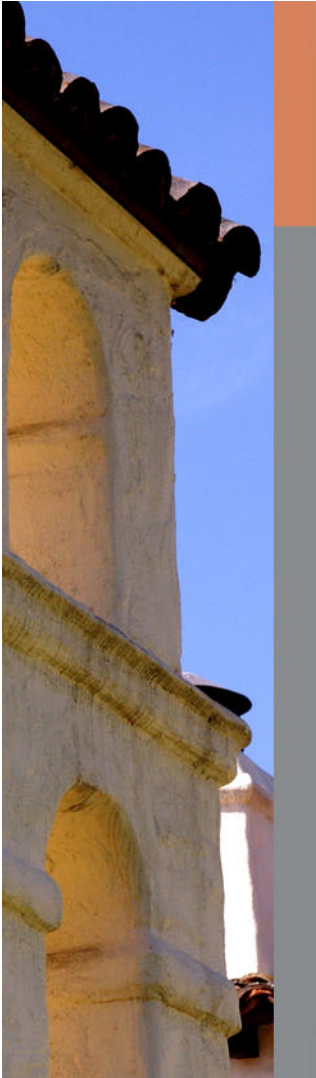
City Council – September 12, 2023



# AGENDA

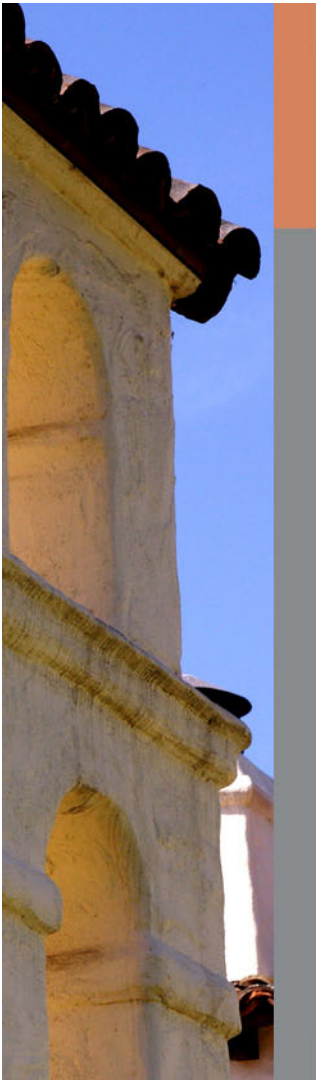
- Background
- Complete Streets Commission feedback
- Current NTMP requests
- City Council direction on program options





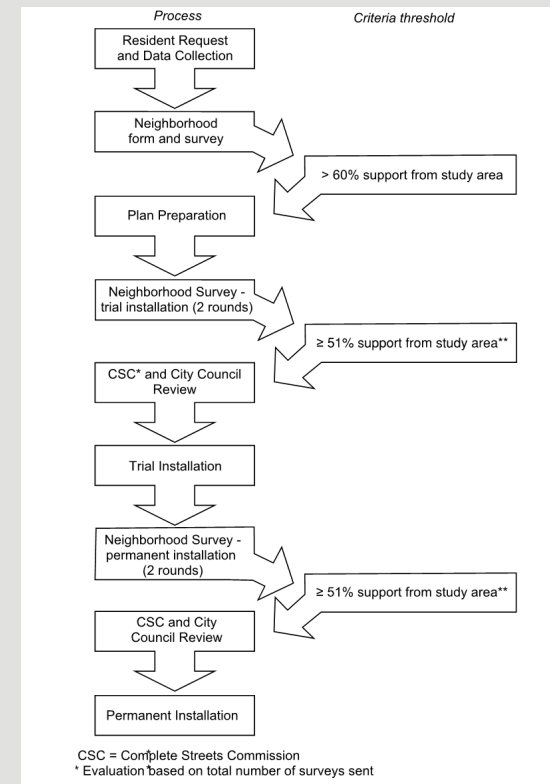
## BACKGROUND

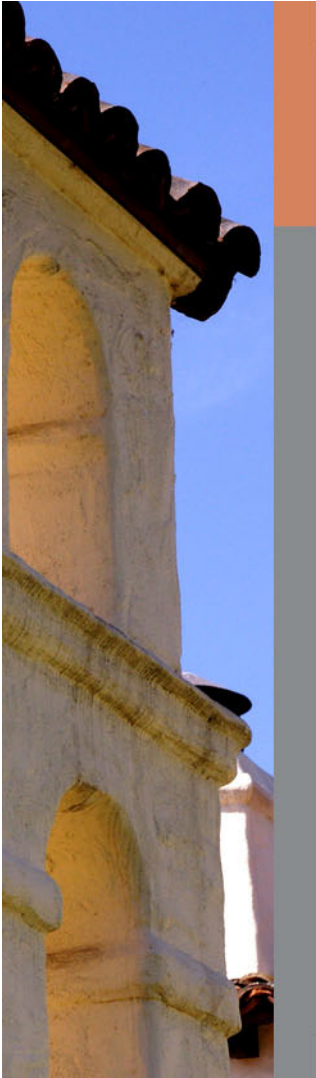
- Adopted in 2004
  
- Goals/Objectives
  - Correct demonstrably unsafe conditions
  - Provide relief from disproportionate traffic increases
  
- Objectives
  - Forum for resident involvement
  - Clear process
  - Discourage cut-through traffic



## BACKGROUND EXISTING PROCESS

- Criteria
  - 85<sup>th</sup> percentile speed > speed limit + 5 mph
  - Residential streets
    - Local streets: 1,500+ vehicles
    - Collector streets: 3,000+ vehicles
- Consensus-oriented process, but time intensive
- Typically requires a neighborhood champion





## COMPLETE STREETS COMMISSION FEEDBACK



- April 2022 – Staff presented ideas to CSC
  - Separate safety concerns from ‘quality of life’ – simpler process
  - Consider changing the voting requirement to be ‘surveys received ’ instead of ‘surveys sent’
  
- CSC supported with suggestions
  - Set a minimum timeframe for survey response
  - Reconsider ‘quality of life’ terminology
  - Evaluate program effectiveness
  
- Ongoing Vision Zero Action Plan will have implications for future programs





## CURRENT NTMP REQUESTS

#	Location	Traffic volumes	% over 30 mph	Collisions
3	Monte Rosa Dr (Avy Ave-Sharon Park Dr)	2,100	33%	0
4	Willow Rd (Alma St-Laurel St)	1,800	10%	1
5	Cambridge Ave (ECR-University Dr)	1,400	0%	0
6	Cotton St (Santa Cruz Ave-Middle Ave)	700	3%	1
7	Orange Ave (Santa Cruz-Croner Ave)	1,700	2%	1
8	Partridge Ave (El Camino Real- University Dr)	500	4%	0
9	Oak Ave (Olive St-Oak Knoll Ave)	1,900	22%	1
10	Johnson St (Santa Cruz Ave-Valparaiso Ave)	1,500	0%	2
11	Woodland Ave (Lexington Dr-Concord Dr)	1,200	0%	0
12	San Antonio Ave (Glenwood Ave-Encinal Ave)	500	5%	0
13	Roble St (El Camino Real-University Dr)	1,000	8%	1
14	Marcussen Dr (Oak Grove Ave-Ravenswood Ave)	400	1%	1
15	San Mateo Dr (Santa Cruz Ave-Valparaiso Ave)	1,100	0%	0
16	Sherwood Way (Alma St-Laurel St)	160	3%	0

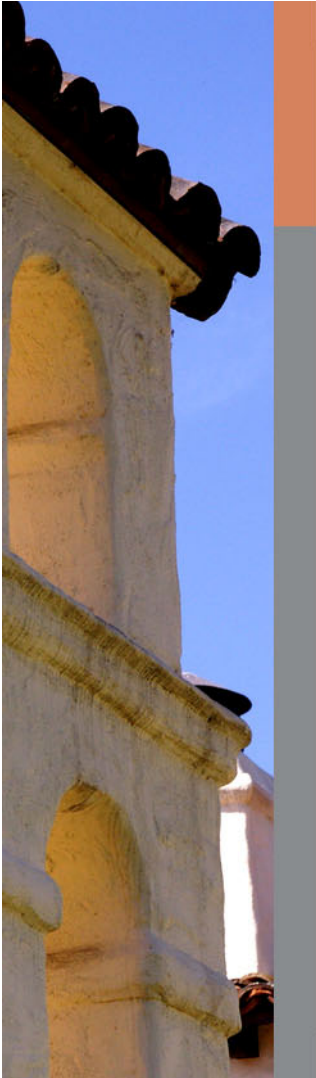
*Note: This list excludes two parking requests*



## CURRENT NTMP REQUESTS CUT THROUGH TRAFFIC EXAMPLES

NTMP request	Streets avoided	Traffic volume	% Cut through
Monte Rosa Avenue (Avy Ave to Sharon Park Dr)	Sand Hill Road, Alameda de las Pulgas/Santa Cruz Avenue	1,100	30-40%
Willow Road (Alma St to Laurel St)	Ravenswood Avenue, Middlefield Road	1,500	70-80%
Oak Avenue (Olive St to Oak Knoll Ave)	El Camino Real, Sand Hill Road	900	0-10%
Chilco Street (Hamilton Ave to Newbridge St)	Bayfront Expressway, Willow Road	700	10-20%
Partridge Ave (ECR to University Dr)	Middle Avenue	200	<5%
Woodland Ave (Lexington Dr to Concord Dr)	University Avenue (Palo Alto)	1,200	10-15%





## CITY COUNCIL DIRECTION ON PROGRAM OPTIONS



- Restart program with no changes – requires resource shifting
  
- Restart and modify
  - Requests with speed or cut through traffic issues to be handled by staff. These will also be proactively identified through Vision Zero Action Plan
  - Other requests use existing process with changed voting requirements and streamlined process
  
- Batch requests for efficiency
  - Coordinate with repaving program
  - Group analysis of requests and consolidate presentations to CSC and City Council



**THANK YOU**



# **Authorize the city manager to execute an aquatics operator agreement with Team Sheeper, Inc.**

City Council – September 12, 2023



## Recommendation

1. City staff recommends that City Council authorize the city manager to execute an aquatics operator agreement with Team Sheepar, Inc., at Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center (Attachment A).
2. Operator requested revisions to three terms in the Agreement presented in Attachment A. However, after the staff report was published, Operator withdrew their requested revisions to two of the terms (liquidated damages and deterioration of service.) City staff seeks City Council direction whether to incorporate Operator's remaining requested revision related to indemnification.





# Overview of Agreement

## The Agreement:

- Enhances the City's aquatics programs by achieving many of the key priorities City Council identified in the aquatics operator request for proposals (RFP).
- Gives the City substantial influence over the aquatics program delivery and quality control.
- Provides a stable operational model and ensures that both aquatics centers will remain open year-round, seven days per week, a minimum average 63 hours per week at each location.
- Affirms that City-owned pools and the programs provided at City-owned pools shall be oriented first and foremost toward full inclusion and access for all residents of Menlo Park, of all backgrounds, interests, abilities and walks of life.





## Overview of Agreement (continued)

- Includes specific criteria and mechanisms to ensure that City-owned pools and programs are operated in a manner that is welcoming and inclusive for all Menlo Park residents
- Creates a community "working group" of Menlo Park residents, selected by the City, to meet with the aquatics operator and City staff on a regular basis to share concerns, suggestions, and general feedback about the aquatics programs
- Incentivizes use of aquatics by Menlo Park residents, and sets a target that at least 2/3 of aquatics users are incorporated City of Menlo Park residents
- Gives the City new and expanded authority to set aquatics user fees, conduct independent financial reviews, and verify program performance data and quality control, including detailed financial reports and annual program performance presentations direct to City Council.



## Overview of Agreement (continued)

The Agreement offers a cost-effective public-private partnership model that can:

- Support high-quality aquatics program delivery to the Menlo Park community over the long term
- Minimize expenditures of City general fund monies and staff compared to operating an aquatics program directly
- Place the burden of day-to-day operational costs and risks of aquatics program operations with a qualified, proven and experienced Menlo Park-based business
- Maximize public use of City-owned aquatics facilities by residents and ensure that all residents have meaningful access to aquatics programs
- Provide transparency and accountability to the City Council and directly to the public.





## Summary of key agreement terms

- The Agreement (Attachment A) is the result of extensive negotiation between City staff and representatives from Team Sheeper, Inc., (Operator) with additional advice and input from the Aquatics Ad-Hoc Subcommittee, and informed by the priorities established by City Council in the RFP.
- The Agreement achieves most of the key priorities established by City Council in the RFP, and is recommended by City staff.



# Summary of key agreement terms

## Agreement duration

- The Agreement takes effect Oct. 1 and ends Sept. 30, 2028 (five years), if not terminated earlier per the Agreement's terms and conditions. The Agreement includes an option to extend the Agreement's duration (term) for an additional five years on mutual written agreement by both parties.



# Summary of key agreement terms

## Operating hours and schedules

- Operator shall operate the Burgess Pool and the future MPCC aquatics center for public access year-round, seven days per week, no fewer than 63 hours per week at each location as calculated by average applied over the course of a full calendar year, with exceptions for closures to observe major holidays or to complete necessary maintenance or repair work. Burgess Pool and MPCC aquatics center shall be operated with comparable or equivalent operating schedules and programs at both locations, with allowance for some variances to respond to hyperlocal needs and other unique considerations of each site and the neighborhoods in which they are located. Operator shall notify the City at least two weeks in advance of any changes to the hours and operating schedules. Proposed operating hours and schedule templates are included with the Agreement as Exhibit C.



# Summary of key agreement terms

## Inclusion, access and anti-discrimination

- Operator and City mutually affirm and commit to the principle and practice that City-owned pools and the programs provided at City-owned pools shall be oriented first and foremost toward full inclusion and access for all residents of Menlo Park, of all backgrounds, interests, abilities and walks of life, and that City-owned pools and programs shall be operated in a manner that is deemed welcoming and inclusive for all Menlo Park residents, as measured in part by qualitative community feedback and quantitative community surveys to be administered annually by the City in partnership with Operator.



# Summary of key agreement terms

## Resident use

- Operator shall provide to City staff semiannual visitor reports showing the residence addresses of all pool visitors during the report period, including all the aquatics programs in which each visitor participated, and all the dates on which each visitor used the pool, and the numbers of residents and non-residents actively using each program at Premises, and this information shall be provided by pool site. Operator and City mutually agree to a target of 2/3 (66.7%) or more pool visitors at each location being verified incorporated City of Menlo Park residents. City is responsible for verifying addresses as incorporated City of Menlo Park, using City's geographic information systems.





# Summary of key agreement terms

## Community feedback

- City will convene a "working group" of Menlo Park residents to informally meet with Operator and City staff on a regular basis regarding desired services and programs, concerns and suggestions, and general feedback about aquatics operations. The community working group will review the Operator's annual performance report, and community survey results. The community working group may, with the support of City staff, annually prepare a written assessment of the information presented in Operator's annual reports, and survey results, with any recommendations the community working group may have for the aquatics program. The working group's written assessment shall be provided to the City Council. The composition of the community working group will rotate occasionally in order to include and reach more participants.



# Summary of key agreement terms

## Aquatics user fees

- Effective no later than six (6) months after the effective date of the Agreement, Operator shall charge and impose aquatics user fees as set forth in the City of Menlo Park Master Fee Schedule, subject to City Council's authorization of the fees set therein. Resident swim passes and/or swim memberships shall be valid at both aquatics center locations. Until such a time as the City of Menlo Park Master Fee Schedule is updated to include aquatics users fees as set forth above, Operator shall charge and impose user fees per the fee schedule shown in the Agreement Exhibit E.





# Summary of key agreement terms

## Revenue share

- Operator shall annually pay to the City an amount equal to 1% of Operator's total annual gross revenues related from resident fees and 1.35% of total annual gross revenues from non-resident fees, or \$20,000, whichever is greater. Annual gross revenues include any and all of Operator's income related to aquatics programs and operations that take place in whole or in part at Menlo Park aquatics facilities. In recognition of Operator's one-time startup costs for opening the new MPCC aquatics center, the revenue share begins 12 months after the Agreement's effective date.



## Summary of key agreement terms

### Revenue share (continued)

- In calendar year 2022, Operator reported total operating income of \$2.14 million, offset by total operating expenses of \$2.10 million to operate Burgess Pool.
- In calendar year 2021, Operator reported total income of \$2.10 million and total expenses of \$1.83 million to operate Burgess Pool.
- In calendar year 2020, a year marked by the coronavirus pandemic and the closure of the former Belle Haven Pool for construction, Operator reported operating income of \$1.91 million and expenses of \$1.84 million to operate Burgess Pool for the full year and the former Belle Haven Pool for a partial year. Operator also reported receiving a federal Paycheck Protection Program loan of \$307,072 during 2020.
- In calendar year 2019, before the coronavirus pandemic and with both Burgess Pool and the former Belle Haven Pool operated a full year, Operator reported total income of \$3.396 million offset by total expenses of \$3.220 million.



# Summary of key agreement terms

## Reporting

- Operator shall keep accounts, books, and records relating to Operator's responsibilities at Menlo Park aquatics facilities. Operator shall keep separate accounts, books, and records and shall be subject to separate reviews for each of the two aquatics facilities, Burgess Pool and the future MPCC aquatics center. Each quarter Operator will provide City with detailed reports of income, revenue and expenses. Operator shall provide annual program performance reports to City no later than Feb. 28 of each year, including program data, community survey results, safety reports and other detailed information. Operator will coordinate with City staff to present operator's annual performance report to City Council no later than March 31 of each year.



# Summary of key agreement terms

## Auditing

- City shall have the right to seek qualified independent financial review of Operator's profit and loss statement and operations related to Premises at any time. Any third-party review performed by the City shall be at its sole expense. City may engage a qualified financial reviewer of its choosing and/or utilize City staff, assigns and/or contractors. Any such review commissioned by City shall be limited solely to financial related to Premises (that is, Burgess Pool and MPCC Pool) and shall not include Operator's business activities unrelated to Premises. Any such review commissioned by City shall not include the individual earnings or private identifying information of individual employees of Operator.



## Summary of key agreement terms

### Liquidated damages

- In the event of an unplanned and/or unforeseen pool closure lasting more than five (5) consecutive calendar days for which City is responsible, the City shall compensate Operator 1/28 of Operator's monthly gross payroll (or 1/28 of Operator's monthly gross revenues if the closures occur during summer peak season) from the previous year and corresponding month for each day of facility full closure after the fifth calendar day. Notwithstanding the foregoing, if such closures exceed 15 days in any calendar year, City shall compensate Operator for Liquidated Damages regardless of whether any such 15 days were consecutive calendar days.
- In no event shall City compensate Operator in excess of 28 days.
- Aquatics users who hold valid swim passes and/or swim memberships at the time of any such closures shall be eligible to receive pro-rated refunds and/or account credits, at the Operator's sole expense.





# Summary of key agreement terms

## Default

- Subject to various definitions and limitations outlined in the Agreement, the occurrence of specified events shall constitute a material default by Operator, including but not limited to: abandonment or discontinuance of operations for more than three business days; failure of Operator to make any payment due to the City; failure to maintain the aquatics centers in a clean, sanitary and safe condition; deterioration of service which materially and adversely affects the operation or service required to be performed by Operator under the Agreement; failure of Operator to be in compliance with local, state and federal law; Operator bankruptcy.



# Summary of key agreement terms

## Termination

- Operator may terminate the Agreement for convenience and without cause with 180 days advance written notice if notice is given on a date between Jan. 1 and June 30 of any given year, or 120 days advance written notice if notice is given on a date between July 1 and Dec. 31 of any given year. City may terminate the Agreement at any time during the term upon written notice to Operator for any of the causes set forth in the Agreement. Such termination shall be effective no sooner than 30 days after notice or upon such later date of termination as may be stated in City's notice. Upon termination of the Agreement for cause, City may take possession of the premises and equipment, and may license or rent the whole or any part of the premises for the balance or any part of the term of the Agreement and retain any fees received and apply the same in payment on account of Operator.

# Operator's requested additional revisions to terms



Operator requested revisions to three terms in the Agreement presented in Attachment A. After the staff report was published, Operator withdrew their requested revisions to two of the terms, about liquidated damages and deterioration of service. City staff seeks City Council direction whether to incorporate Operator's remaining requested revision, about mutual indemnification.

- Section 17 - Indemnification. Operator requests that the City indemnify the Operator in the same terms as the Operator indemnifies the City ("mutual indemnification"). The City's standard professional services agreement does not include mutual indemnification; only one-way indemnification from the vendor to the City. City Council could direct City staff to add language to this section to provide mutual indemnification by and between both parties.





## Recommendation

1. City staff recommends that City Council authorize the city manager to execute an aquatics operator agreement with Team Sheeper, Inc., at Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center (Attachment A).
2. Operator requested revisions to three terms in the Agreement presented in Attachment A. After the staff report was published, Operator withdrew their requested revisions to two of the terms, about liquidated damages and deterioration of service. City staff seeks City Council direction whether to incorporate Operator's remaining requested revision, about mutual indemnification.



**Thank you**

## CLARIFYING QUESTIONS

- D. Operator Operation Obligations (K-1.11)
  - paragraph (f) essentially says “City must make changes to the facility that operator requests, and those must be removed after the contract ends, and the city must pay for those.” Why does the city pay for something that’s only for the benefit of the pool operator, instead of the pool operator paying for them?”
  
- I. Lifeguards and Training (K-1.12)
  - “1) For both the MPCC Pool and Burgess Pool, Operator shall employ and ensure that at least two qualified lifeguards, possessing all required certifications and/or licenses, shall be on duty at all times people are in the water, per the Operator’s approved Emergency Action Plan.”
  - What does “on duty” mean for these purposes – just on premises, or watching the water, or what?

## SECTION 3. TERM (page K-1.9)

Subject to all of the terms and conditions of this Agreement, Operator shall operate and manage the Premises for a term beginning on the Effective Date and ending on September 30, 2028 (the “Initial Term”), unless terminated earlier in accordance with the terms and conditions set forth herein. If not terminated as set forth hereinafter, Parties shall have an option to extend the term of this Agreement for an additional five (5) years (the “Extended Term”) by giving mutual written notice of the exercise of such option not less than six (6) months prior to the expiration of the initial term. Thereafter, the Agreement shall continue on the same terms and conditions unless amended or terminated in accordance with the terms and conditions set forth herein.

**SUGGEST – Initial term should be three years, and extended term should be one year.**



## SECTION 4. SERVICES AND OPERATIONS BY OPERATOR (page K-1.10)

B. LiveScan. Pursuant to California Penal Code Section 11105.3, **Operator employees** who work with or have contact with minors (under the age of 18) will be required to be fingerprinted per California law as a condition of employment or as a condition of continued employment. As such, all such employees will be required to submit to a fingerprinting via LiveScan on initial employment and will receive updates regarding such LiveScan throughout the employment which will be paid for by Operator. **City reserves the right to require non-employees (i.e., vendors, volunteers, etc.), who work with or have contact with minors to be fingerprinted at their own expense.**

**SUGGEST: LiveScan required for all employees and non-employees who work with or have contact with minors, at Operator's expense. (Same edit on page K-1.15: 7.F)**

## SECTION 10. REVENUE SHARE (page K-1.16)

Operator shall annually pay to the City a percentage of Operator's annual gross revenues as more specifically set forth below. As used herein, "annual gross revenues" shall mean the annual gross revenue of the preceding calendar year earned by Operator before any deduction for costs, taxation, accounting, or other purposes, under Generally Accepted Accounting Principles. Annual gross revenues include any and all of Operator's income related to **aquatics** programs and operations that take place in whole or in part at Premises.

**SUGGEST: Remove "aquatics" (Same edit on page K-1.19: 13.D.)**

## SECTION 10. REVENUE SHARE (page K-1.17)

Excepting the first 12 months of this Agreement's term, Operator shall annually pay to the City an amount equal to 1% of Operator's total Resident-Based Annual Gross Revenues and 1.35% of total Non-Resident-Based Annual Gross Revenues, or \$20,000, whichever is greater.

**SUGGESTION: No waiver of revenue share in year one, but waive \$20,000 minimum.**

**NOTE: This provision results in a revenue share amount of approximately \$25,000 a year; if we were to use the revenue sharing formula that Team Sheeper agreed to in Palo Alto's contract instead, our revenue share amount would be approximately \$106,000. To date, Team Sheeper has rejected this suggestion.**

## SECTION 15. LIQUIDATED DAMAGES (page K-1.20)

**SUGGEST:** The City should be responsible for liquidated damages only in the event of an unplanned and/or unforeseen closure of both Burgess pools and both MPCC pools lasting more than five (5) consecutive calendar days where such closure is caused by the failure of any City Owned Improvements and Equipment, or other items for which City is responsible.

**SUGGEST:** The City's maximum exposure for liquidated damages should be capped at a fixed \$ amount.

# EXHIBIT F – CITY-OWNED IMPROVEMENTS AND EQUIPMENT AND MAINTENANCE SCHEDULE

## 3. Monthly maintenance (page K-1.39)

Pool		
	Main Drain Covers	City
	Tile (clean/Repair/Replace)	City
	Coping	City
	Ladders (check, clean, replace)	City
	Railing (check, clean, replace)	City
	Gutter (check, clean, replace)	City
	Lights (Check/Replace)	City
On Deck		
	Lane lines (Check, repair, replace)	City
	Guard Stands (Check, repair, replace)	City
	Pool Cover (Check, repair, replace)	City
	Cover Reel (Check, repair, replace)	City
	Pennants (Check, repair, replace)	City
	Pennant cable and poles (Check, repair, replace)	City
	Starting Platforms (Check, repair, replace)	City
	ADA Chair - Check/lubricate (per manufactures recommendation)	City
	Portable ADA Chair	City

**SUGGEST: Operator checks and cleans; City checks, repairs, and replaces.**

# EXHIBIT F – CITY-OWNED IMPROVEMENTS AND EQUIPMENT AND MAINTENANCE SCHEDULE

## 6. As needed / per manufacturer (page K-1.41)

Maintenance area	Detail/ task	Responsible Party
POOL DECK AREA		
Signage	Updates? Check condition, replace if needed	Operator/City
Guard Stands	Check for safety	Operator/City
Lounge Chairs	Check for defects	Operator
Garbage Cans	Check for defects	Operator
Lockers	Check for defects/Repair	Operator
Benches	Check for defects/Repair	City
Water Fountain	Check for defects/Repair	City
Marketing Board	Check for defects/Repair	City
Portable ADA Chair	Check for defects/Repair	City
Sheds (2)	Check for defects/Repair	Operator
Picnic Benches	Operator	Operator
EQUIPMENT		
Tot Docs		Operator
Safety Equipment		City
Other instructional equipment		Operator

**SUGGEST: Operator checks; City checks, repairs.**

# EXHIBIT F – CITY-OWNED IMPROVEMENTS AND EQUIPMENT AND MAINTENANCE SCHEDULE

## 7. Janitorial services – all paid by City (page K-1.41/42)

Daily services	Weekly services	Monthly services
<u>Entry way, Restrooms, Locker Rooms</u> - Spot clean walls, partitions and doors - Clean and sanitize sinks and wipe dry - Pick up towels and debris from the floor	<u>Entry way, Restrooms, Locker Rooms</u> - Dust and spot clean ledges and partitions - Detail clean floor edges - Spot clean tiled walls from the waist down	<u>Entry way, Restrooms, Locker Rooms</u> - Wipe clean all ventilation grills - Wipe clean all door jambs.
- Clean and polish the mirrors - Clean and sanitize the toilets and urinals - Remove mats, wet mop the floor using a germicidal (NABC) including entry way - Restock and soaps and paper disposables - Dispose of the waste and clean waste receptacles - Disinfect the floor traps - Spray shower walls and floors with disinfectant and rinse clean.	- Scrub shower walls and floors, rinse clean.	
<u>Janitorial Closet</u> - Maintain this area in a neat and orderly appearance - Empty all buckets, leaving no standing water - Rinse and hang all mops on mop hooks - Empty all debris.		
<u>Office (2x Weekly)</u> - Vacuum floors in office - Clean office glass inside and out.		

**SUGGEST: City provides janitorial services at MPCC (facility is shared). Operator provides janitorial services at Burgess (facility is independent).**

# VISITOR REPORTS

Section 5.B RESIDENT USE, INCLUSION, ACCESS, AND ANTI-DISCRIMINATION (page K-1.14)

Section 13.C REPORTING AND AUDITING (page K-1.18/19)

Exhibit E.1 AQUATICS USER FEES (page K-1.35)

**SUGGEST:** All these reports should be quarterly and standardized.