



STAFF REPORT

City Council
Meeting Date: 3/11/2025
Staff Report Number: 25-042-CC

Public Hearing: **Receive the aquatics program annual report and independent financial analysis; consider and adopt a resolution to increase aquatics fees; and provide direction on amending the aquatics operator agreement**

Recommendation

Staff recommends that the City Council:

1. Receive the aquatics program annual report (Attachment A);
2. Receive an independent analysis of the aquatics operator financial report (Attachment B);
3. Consider and adopt a resolution to increase aquatics fees (Attachment C); and,
4. Provide direction on amending the aquatics operator agreement (Attachment D).

Policy Issues

City Council provides policy direction to the city manager regarding services to the community; allocates resources to support City services; sets prioritization for the use of City resources to serve the community; authorizes the city manager to execute and amend agreements; and sets user fees and fees for services in the City's master fee schedule.

The City Council adopts fees to recover the cost for services to minimize the demand on general taxes for services that have an individual benefit. The most recent cost of services study was presented to the City Council at a study session Feb. 13, 2018 (Attachment E), which informs the structure of fees in the current and proposed master fee schedule. To guide the establishment of fees, the City Council last adopted revisions to the user fee cost recovery policy Aug. 23, 2022 (Attachment F), before the incorporation of aquatics fees into the City's master fee schedule. In addition, the administrative services department is finalizing a Request for Proposals to select a consultant to perform a citywide Cost of Services Study commencing in calendar year 2025.

The master fee schedule reflects fees charged by all City departments. Amendments typically occur annually for fees to reflect the current costs of providing services; to bring fees closer to identified cost recovery targets; to add new fees when applicable for new City services; and/or to eliminate fees for discontinued services. The City imposes different categories of fees with different requirements regarding how fees are set or changed:

- Fees and charges for use of facilities, services and access to property: These fees are elective on the part of the customer/user. The purpose of these fees and charges is to generate revenues for access or use of the service or facility. The proposed aquatics fees fall into this category.
- Property development processing and impact fees: These include fees for building and use permits, variances, building inspections, map applications and planning services, and impact and capacity fees. These fees cannot exceed the reasonable cost of providing the service or providing the facilities

necessary to serve the new development. Any new fee or increase to existing fees in this category can be effective no sooner than 60 days following City Council approval. There are no changes recommended for any fees in this category at this time.

- Fees relating to public records act requests and copies of documents and reports: These fees are limited to the actual cost of copying (not including personnel time to copy) or the statutory amount, whichever is less. There are no changes recommended for any fees in this category at this time.

Background

The City of Menlo Park (City) owns two public swim centers: Belle Haven Pool and Burgess Pool. Both swim centers are operated by Menlo Park-based Menlo Swim and Sport (Operator) through a public-private partnership contract (Agreement) with the City.

On Feb. 27, 2024, City Council amended the City's master fee schedule to include aquatics fees effective April 1, 2024; and directed that additional fee changes be presented to City Council for consideration by the end of calendar year 2024.

On Nov. 19, 2024, City Council received an informational report containing updates on the aquatics user survey and next steps for potential aquatics user fee adjustments (Attachment G).

On Jan. 22, the Parks and Recreation Commission (PRC) received a report concerning significant unsustainable financial losses at Belle Haven Pool which could result in a major service interruption in the City's aquatics program. The PRC recommended that City Council strongly consider several remedies to sustain operations at Belle Haven Pool (Attachment H):

1. Temporarily suspend the requirement for a minimum 63 hours of operation per week in the Agreement, while retaining the seven-day, year-round schedule
2. Increase user fees 5%-7% but defer the escalation of non-resident fees to 35% above the resident fees to a later time
3. Increase the fees for lane rentals to be more consistent with the higher rates charged in other jurisdictions
4. Waive the operator's revenue share payment to the City

On Jan. 29, the Belle Haven Community Campus Subcommittee (Subcommittee) reviewed the PRC's Jan. 22 recommendations. The Subcommittee expressed support for temporarily suspending the minimum hours requirement at Belle Haven Pool while preserving a seven-day-per-week schedule. The Subcommittee did not express support for increasing user fees for Menlo Park residents, but expressed support for increasing fees for non-residents. The Subcommittee expressed interest in potentially increasing lane rental fees to be consistent with higher rates charged in other jurisdictions, provided that outreach to current lane renters is conducted in advance of a potential increase. The Subcommittee expressed interest in potentially waiving Operator's annual revenue share payment in 2025. The Subcommittee also requested information on promotional activities that have been undertaken to increase attendance, and information on the minimum attendance levels needed at Belle Haven Pool to achieve a break-even financial state for the Operator. The Subcommittee requested that the recommendations do not create barriers for residents to use the pool.

On Feb. 11, City Council received an informational report concerning the PRC's Jan. 22 recommendation and the Subcommittee's Jan. 29 feedback, including an update that staff had authorized temporarily suspending enforcement of the minimum hours requirement at Belle Haven Pool through April 14, while retaining a seven-day per week schedule, minimum 32 hours per week, and at least two weekdays per week open by 10 a.m. (Attachment I).

Analysis

Aquatics program annual report (Attachment A)

Per the aquatics operator agreement, the aquatics operator shall deliver an annual performance and financial report to the City Council by March 31 of each year. The annual report provides detailed programmatic and financial information including: total program hours with schedules of individual programs including lane hours, times of day, days of week and by season; participation statistics by program area including Menlo Park resident and non-resident use; user fees collected by program area, including fees paid by Menlo Park residents and non-residents; and pool schedules and allocations by program for the previous year and projections to the upcoming year. The 2024 annual report is provided in Attachment A.

Hourly attendance reports show that usage at Belle Haven Pool was significantly and persistently lower than hoped, especially during early morning and mid-day hours, despite concerted efforts to increase attendance (Attachment H). Since the new pool's opening in May 2024, the City and Operator have sought to promote Belle Haven Pool programs in multiple ways, including through frequent messaging in email blasts, on social media, and in printed materials and signage at City recreation facilities. The low attendance at Belle Haven Pool combined with minimum hours requirements in the Agreement that keep labor costs high resulted in significant, unsustainable financial losses for the Operator, raising the possibility of a major service interruption in the aquatics program. The Operator urgently requested that the City provide relief by immediately implementing the remedies recommended by the PRC Jan. 22.

Independent financial review (Attachment B)

Per the Agreement, the City has the right to seek qualified independent financial review of Operator's profit and loss statement and operations related to City aquatic centers at any time, using a qualified financial reviewer of the City's choosing. The City contracted with a government finance consultant to conduct an independent financial review of Operator's profit and loss statements related to City-owned swim centers. The independent financial review verified that the Operator's financial statements are true and accurate, and that the Operator's internal controls and financial accounting practices are sound and consistent with generally accepted accounting principles.

Resolution to amend aquatics fees in the master fee schedule (Attachment C)

Staff recommends that City Council adopt the resolution in Attachment C adjusting aquatics fees in the master fee schedule effective April 1. The recommended fees keep hyperlocal resident, senior resident, children and family swim fees the same with no increases. Consistent with the PRC's Jan. 22 recommendation to defer the escalation of the non-resident fee differential to a later time, the recommended fees in Attachment C continue the current strategy of phasing-in the escalation of non-resident fees by increasing some, though not all, non-resident fees by a greater degree than the corresponding resident fees. There are four fee categories where resident and non-resident fees are proposed to be increased by the same amount (between \$1 and \$5), which results in approximately a 1% greater increase for residents in those categories. Given the unique financial and cost recovery challenges of operating a municipal aquatics program, staff recommends avoiding sharp, sudden increases to non-resident fees out of concern that such increases would render Menlo Park's prices noncompetitive with other aquatic centers in the region (Attachment A, pp. 40-41) and could result in sharp declines in attendance and revenue.

An analysis of the proposed fee changes is provided in Attachment J. The recommended fee changes include:

1. No changes to any hyperlocal resident fees
2. No changes to any senior resident fees
3. No change to fee-assisted scholarship program fees

4. No changes to youth swim camp fees
5. No changes to open swim fees for children
6. No changes to open swim fees for families
7. Increase drop-in Lap and Open swim (resident) by \$1, from \$9 to \$10 and (non-resident) by \$1, from \$10 to \$11
8. Increase drop-in Masters swim (resident) by \$1, from \$20 to \$21 and (non-resident) by \$2, from \$22 to \$24
9. Increase drop-in Aqua fit (resident) by \$1, from \$20 to \$21 and (non-resident) by \$2, from \$22 to \$24
10. Increase monthly memberships by \$3 to \$7 depending on the category
11. Increase subcontractor lane rental fees (see next section)

Based on noticing requirements for fee modifications, the City Council may adopt fees at or below the levels as shown in Attachment C. If fees higher than shown in Attachment C are desired, City Council can direct staff to return at a future meeting, once noticing requirements are met, to consider higher fees than currently proposed.

Subcontractor lane rental fees (Attachment K)

The aquatics operator is directly providing all aquatics programs listed in the proposed fee schedule, except subcontractor lane rentals by outside groups, including youth swim teams SOLO Aquatics and Palo Alto Stanford Aquatics (PASA), adult water polo team Menlo Mavens, and aquatic therapy provider Revolutions in Fitness. Before the City Council adding aquatic fees to the master fee schedule Feb. 27, 2024, the SOLO Aquatics group's subcontractor rental rate \$14 per lane per hour had not changed since 2018 (Attachment K). On Feb. 27, 2024, City Council increased the subcontractor lane rental fee to the current \$15 per lane per hour.

The PRC Jan. 22 recommended to increase subcontractor lane rental fees to be more consistent with the higher rates charged in other jurisdictions (see Attachment A, aquatics annual report Page 42). Menlo Park currently charges the second lowest lane rental rate amongst the comparison agencies that rent space by lane, with only the City of San Ramon offering a range that spans \$13-16.25 per hour. The proposed fees in Attachment C would increase the subcontractor lane rental fee to \$20 per lane per hour for nonprofit renters (i.e., groups with IRS 501c3 nonprofit status); and would introduce a new fee for commercial renters at \$24 per lane per hour. As shown in Attachment K, the lane rental fee has not meaningfully increased in the past several years. Meanwhile the cost of operating the aquatics program and facilities has continually escalated over that same time period, and other aquatic fees have incrementally increased over the same time period. A \$20 per lane per hour rental fee is equal to the rate charged by the cities of Oakland, Walnut Creek and San Francisco, and is below the median of the rates by all the comparison agencies.

Amendment to the aquatics operator agreement (Attachment D)

The Agreement authorized by City Council on Sept. 12, 2023, established a public-private partnership that relieved the City of the significant cost, liability, and operational burdens associated with operating an aquatics program, and assigned these liabilities to an operator selected by City Council through an extensive public process based on their qualifications and experience. In light of the significant losses for the Operator as summarized in the Impact on City Resource section below, staff has identified that an Amendment to the Agreement is necessary to align service expectations and provide time to build a sustainable aquatics program, especially at the Belle Haven Pool, which has been re-opened for less than one year after three years of closure during construction.

1. Modify the minimum hours requirement at Belle Haven Pool. The Agreement established a minimum of 63 hours for the Pool each week. As described above and in the Feb. 11 informational update to City Council, staff authorized a temporary reduction in operating hours across a seven-day-per-week schedule through April 14. Without further action or direction by City Council, the minimum 63 hours

would resume April 15. Staff has identified a few strategies to work with the Operator to set a sustainable Belle Haven Pool schedule with the goals of prioritizing access and use by Menlo Park residents, in particular residents who live within the service area of Belle Haven Community Campus (i.e., hyperlocal residents), and building a community of repeat users at Belle Haven Pool to enable the pool return to the full schedule in the future.

One possible strategy is to provide for expanded hours in a two-phase approach where revenues and expenses are monitored, and as the program gains more users (and revenue), the hours (expenses) are expanded commensurately. A sample of how this may be structured in an Amendment is included in Attachment D, with increases from 28 hours to 42 hours and then finally to return to 63 hours per week.

Aquatics programs tend to be seasonal in nature, with highest demands typically occurring in the summer and lowest demands in the winter. A second option could be to formalize seasonal schedules and define minimum hours by season in an Amendment. If City Council desires this approach, staff would work with the Operator to develop recommended schedules and return to City Council for approval of an Amendment reflecting this option, while still be cognizant of the overall revenue and expenses for the aquatics program to ensure financial viability.

2. Waive the Operator's annual revenue share payment. Per the Agreement, the aquatics operator shall annually pay to the City an amount equal to 1% of the aquatics 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 the aquatics operator's income related to aquatics programs and operations that take place in whole or in part at Menlo Park aquatics facilities. The Agreement currently waives the Operator's revenue share payment in the first year (October 2023 to October 2024); had it not been waived, it would have been \$20,000.

In light of the losses experienced to date, an Amendment could waive the Operator's revenue share payment for up to one additional year (October 2024 to October 2025). Attachment D includes example language of a waiver for one additional year for City Council consideration.

For any new terms to take effect upon the end of the current temporary suspension of the minimum operating hours through April 14, staff anticipates returning to City Council to authorize the city manager to execute an Amendment at its March 25 meeting.

Impact on City Resources

There is no immediate substantive impact to the general fund as a result of the recommendations in this report. However, significant impacts to the general fund could occur if the aquatics program experiences a major service interruption, for example should the current operator withdraw from the Agreement or become insolvent. If the revenue share payment is waived for one additional year, this would result in approximately \$20,000 less revenue to the City in fiscal year 2025-26.

The Operator reported overall (both swim centers combined) total revenue of \$2.72 million and total expenses of \$2.79 million in 2024, for a net loss of approximately \$67,000 for the year. Of that overall total, Burgess Pool accounted for \$2.55 million in revenue and \$2.44 million in expenses; and Belle Haven Pool accounted for approximately \$174,000 in revenue and \$346,000 in expenses over a period of eight months from May 20 (the date the new pool opened) through Dec. 31. If the changes recommended in this report are not implemented, the Operator estimates that based on recent and current attendance, financial losses at Belle Haven Pool would continue in 2025 on average \$37,000 per month.

Environmental Review

This report is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 10 days prior to the meeting, pursuant to the requirements of California Government Code §§66018 and 6062a. Additionally, the public hearing notice was published in The Examiner Feb. 28.

Attachments

- A. Aquatics annual report
- B. Independent financial review
- C. Resolution
- D. Amendment to the aquatics operator agreement
- E. Hyperlink – Feb. 13, 2018 Staff Report #18-042-CC: menlopark.org/DocumentCenter/View/16647/E1---Cost-of-services-study
- F. Hyperlink – User Fee Cost Recovery Policy: menlopark.gov/Government/Departments/Library-and-Community-Services/About-us/Policies-and-procedures#section-17
- G. Hyperlink – Nov. 19, 2024 Staff Report #24-201-CC: menlopark.gov/files/sharedassets/public/v/2/agendas-and-minutes/city-council/2024-meetings/agendas/20241119/h3-20241119-cc-aquatics-survy-results.pdf
- H. Hyperlink – Jan. 22 Staff Report #PRC-2025-001: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/parks-and-recreation-commission/2025-meetings/agendas/20250122_prc_agenda_packet.pdf#page=36
- I. Hyperlink – Feb. 11 Staff Report #25-022-CC: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/20250211/i5-prc-aquatics-recommendation.pdf
- J. Fee change analysis
- K. Subcontractor lane rental fee change history

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2024 Annual Aquatic Report

Presented by
Team Sheeper Inc./Menlo Swim and
Sport

Prepared for the
City of Menlo Park

January, 2025

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Introduction

As 2024 dawned, Team Sheeper knew it was going to be a full and challenging year, but optimism and positivity allowed us to push forward. Fresh off agreeing to another 5-year agreement with the City of Menlo Park as the Aquatics Operator and rolling into our 18th year of operations at Burgess Pool (including 10 years of operation at the original Belle Haven Pool), we knew that all our business systems would be stressed and ultimately challenged as we were cautiously optimistic for the grand opening of Belle Haven Pool in May 2024.

The actual 8 month operation of Belle Haven Pool has turned out to be an insurmountable financial stressor on our business that without immediate, and foundational changes, Menlo Swim and Sport has no alternative but to cease all aquatic operations in Menlo Park.

Bold statements such as the one above warrant a detailed explanation of how Menlo Swim and Sport has arrived at this crossroads after 2 decades of successful operations. Steps for future improvement to the current crisis are also brought forward as a way of mapping a course forward for the long term health and viability of aquatics operation in Menlo Park.

The Belle Haven Pool Report

1.The National Challenge

“The most beloved public pools, when they receive good investment, attract Americans of many backgrounds, creating a space for people to swim and play together who might not otherwise interact. Like libraries and parks, they are an essential piece of social infrastructure in a Democracy.”

Mara Gay, NY Times, July 2023.

“While public pools might simply seem like a nice place to spend a hot day, their influence and purpose are tightly woven into the historical issues of race, access and equity. As days get hotter, the problems of the American public pool system may become a more urgent part of the national conversation.”

Catie McCarthy, Marketplace, September 18, 2023

National Statistics from the CDC and USA Swimming Foundation:

- Drowning is the leading cause of death among 1-4 year olds
- Drowning is the 2nd leading cause of death by injury among children 5-14.
- Drowning is the 3rd leading cause of accidental death for Americans 24 years and younger
- Younger black adolescents are 3 times more likely to drown than their white peers.
- 8 in 10 drowning victims are male
- CDC estimates that drowning causes the US economy 53 billion each year.
- 79% of children in families with annual income under \$50,000 have no or low swimming experience.
- Children in households where a parent does not know how to swim only have a 19% likelihood of learning to swim, making the problem of swim knowledge a generational one.

Team Sheeper Opinion:

Despite the above startling statistics, water safety has been left to non-profit organizations and private operations. A Red Cross study looking at the reasons why people may not seek out swim lessons found that limited free time, limited lesson time, and affordability are the common obstacles.

We in Menlo Park and especially in the Belle Haven community have a pressing issue before us. We have a new world class pool and we need to focus on teaching our children the lifesaving skill of swimming. The pressure to do this must not fully fall onto the shoulders of the private aquatics operator, Team Sheeper, and our ability to partner with and raise private funds for public swim lesson scholarships.

The City of Menlo Park along with Team Sheeper need to align and collaborate in order to develop a long term and sustainable strategic plan of how to better serve the Belle Haven community now that an amazing aquatic center has been built in the neighborhood. A municipal swimming pool that draws people from the immediate community needs to have a bullet proof, sustainably funded, long term learn-to-swim program in place that does not solely depend on the ability of a contracted provider to secure funding in order to protect the community from drowning. This needs to be reviewed as a City of Menlo Park philosophy and mission.

The direct contribution for learn to swim programs in Belle Haven has mainly come from Beyond Barriers Athletic Foundation (BBAF)

-\$450,000 cumulative contribution from BBAF scholarships for Menlo Park youth from 2012 to 2024.

In 2025 the City of East Palo Alto granted BBAF \$20,000 to subsidize learn to swim programming at Belle Haven Pool.

Without Team Sheeper/Menlo Swim and Sport as the Belle Haven operator, BBAF may not be a sustainable contributor to swim lesson scholarships in Belle Haven for the future.

2. The Local Challenge

City-data.com and the US Census reports:

- The Belle Haven district of Menlo Park has a population of 4,063.
- 1492 children 0-14 years old
- 37.2% are families with children
- Most dense population per square mile compared to Menlo Parks other 4 districts
- 62% Hispanic, 12% Asian, 12% White and 10% Black
- Nearly 80% of Belle Haven pool users are Menlo Park residents and nearby neighbors

Team Sheeper Opinion:



The number of people the Belle Haven Pool is currently drawing from, simply does not support the City of Menlo Park's desired operational hours threshold of 63 hours per week on a year round basis.

While a long term aquatic community development and growth plan is put in place a seasonal and scaled approach to operating Belle Haven Pool would be a reasonable compromise to the current model.

Seasonal Hours Proposal:

Summer	60-70 hours/week
Spring/Fall	30-40 hours/week
Winter	20-30 hours/week

Always 7 days per week and year round.

City of Menlo Park accountability for aquatic community development and growth plan:

- Devoting City Staff to proactive community outreach, development and communication projects related to aquatics in place of the current City Staff time being allocated to facility repairs, maintenance issues and other public works issues.
- Adopting a sustainable learn to swim program as a City initiative that begins in elementary school , including City funding for such programs.

3. The Menlo Park Agreement Challenge

- 63 hours per week of operations at Belle Haven immediately upon opening without a business and community building phase
- Below market hyper-local fees where fee deficits are absorbed by operator
- Master fee schedule oversight with resident, non-resident fee differential challenging market rates for non resident programming
- Below market rate lane rental fees
- Inability to alter basic business variables without City approval to prevent major financial losses
- Inability to have control of change/alteration timelines
- Revenue sharing regardless of company's loss position

Team Sheeper Opinion:

In order to continue serving the Menlo Park aquatic community during the agreement negotiation phase, Team Sheeper was put in the impossible position of starting up an operation while attempting to adhere to a highly restrictive agreement unlike any other agreement in its service history. The drastically increased City oversight afforded the operator no flexibility.

The entire agreement process was emotionally and politically charged, where trust in the operator to make experienced aquatics decisions in what is best for the community was greatly reduced. To add to the 2024 challenges there was a major disruption in the near 20 year historical pricing structure. A City initiative of achieving a 35% differential between resident and non-resident fees was expected in a short time span. This is extremely challenging when 45% of usage at Burgess is by non-residents, so increasing the fees abruptly and

steeply puts the operation at a high risk of losing customers. What compounds the challenge is that growth and profitability at Burgess is absolutely necessary to subsidize the losses of the Belle Haven operation.

Without meaningful and substantial suspension of the Aquatics Operator Agreement requirements the group to suffer most will be the community users of both Burgess and Belle Haven Pools.

4. The Financial Challenges

- \$176,914 2024 Loss from Operations, Belle Haven Pool
- \$110,347 2024 Profit from Operations, Burgess Pool
- \$66,567 2024 Loss from Combined Menlo Park Aquatics operations
- \$11,195 2023 Profit from Menlo Park Aquatics operations
- \$212,000 2024-2025 Cumulative losses to date from Belle Haven operations
- These Belle Haven losses represent entirely direct costs with no management overhead included

Team Sheeper Opinions:

The reason we are able to continue operating the Burgess and Belle Haven Pools when we are in a dire financial situation is because we are an experienced, stable company that is diversified and has revenue streams outside of Menlo Park to balance our 2024 and 2025 losses. In order to have the opportunity to improve the position we are in we had to adhere to the City timeline for bringing this issue before Council for review.

Our historical commitment and investment in the Menlo Park aquatic community kept us hopeful that our services are valued and our situation could be rectified once the opportunity presented itself.

The following is a summary of the changes we need to make to continue our service.

- Ability to alter and adapt operating hours seasonally aligning with community usage.
- Surgically increase user fees 0-10% and decrease the ramp of resident, non-resident differential to 10-15% in the short term while keeping senior fees increases between 0-3% annually.
- Increase lane rental fees immediately to \$20 per hour for non-profits and \$24 per hour for commercial operations
- Suspension of revenue sharing with the City until we are profitable as a whole

Team Sheeper is first and foremost an aquatics operator. Our mission statement is to serve as many people as possible from a wide spectrum of age groups with the end goal of individuals connecting with others in the community and personally becoming happier, healthier and stronger. We excel in producing high quality programming by recruiting, training, developing and retaining premium staff members.

It has deeply affected our staff members, company culture and operations in a negative manner when we recently had to reduce hours at Belle Haven Pool. By having to cut hours abruptly and drastically, it unnecessarily reflected negatively on the company and our ability and commitment to serve the community.



I believe that the current Belle Haven Pool situation is not a Menlo Swim and Sport issue...It is a City of Menlo Park issue first and foremost. It is time for the City to regroup and collectively work with Menlo Swim and Sport on developing policy and funding that will inject stability into the Belle Haven Pool for generations to come...well past the tenure of our private company.

There is a lot of human effort needed now and in the future to create a true center where people come together to feel connected, comfortable, safe and fulfilled. Menlo Swim and Sport along with the City of Menlo Park has recently met with a Belle Haven working group that has the desire and capability to passionately and creatively solve a few long term issues. This is a wonderful place to begin the journey.

Team Sheeper hopes to resolve its current challenges in order to take part and be a voice in that work, but we do not have the resources to lead this initiative nor do we believe this is only our issue to solve.



Program Hours

Burgess Pool, 2024

Program	Non-Summer			Summer		
	Hours Per Week	Days of Week	Times of Day	Hours Per Week	Days of Week	Times of Day
Lap Swim	90*	M-F Sa, Su	6 am-8 pm 6 am-4 pm	92	M-F Sa, Su	6 am-8 pm 6 am-5 pm
Open Swim	25.5	M-F Sa, Su	1-3:45 pm, 7:15-8 pm 12-4 pm	63	M-F Sa, Su M-Su**	12-8 pm 9 am-5 pm 11 am-5 pm
Swim School	43.5	M-F M, T, Th, F W Sa	3-7 pm 10 am-2 pm 9-11:30 am 9 am-2 pm	25	M-F Sa	3-7 pm 9 am-2 pm
Camp	-	-	-	40	M-F	9 am-5 pm
Bridge	7.5	M-F	3:45-5:15 pm	-	-	-
Aqua Fit	5	M-F	8-9 am	5	M-F	8-9 am
Aqua Wellness	3	Tu Th	9-10 am, 10-11 am 9-10 am	3	Tu Th	9-10 am, 10-11 am 9-10 am
Menlo Masters	17	M-Sa M-Th Su	6-7 am, 7-8 am 12-1 pm 7-8 am	17	M-Sa M-Th Su	6-7 am, 7-8 am 12-1 pm 7-8 am
Youth Teams	22	M-F Sa	4-8 pm 8-10 am	27	M-F Sa	3-8 pm 8-10 am
Master Women's Water Polo	2	Su	8-10 am	2	Su	8-10 am

*1 hour earlier closure on weekend days Nov-Mar

**Wading Pool



Belle Haven Pool, 2024

Program	Non-Summer			Summer		
	Hours Per Week	Days of Week	Times of Day	Hours Per Week	Days of Week	Times of Day
Lap Swim	63	M-F Sa, Su	10 am-7 pm 8 am-5 pm	66	M-F Sa Su	8 am-7 pm 9 am-4 pm 12-4 pm
Open Swim	49	M-F Sa, Su	12-7 pm 10 am-5 pm	43	M-F Sa, Su	12-7 pm 12-4 pm
Swim School	16	M-W W, F	3-7 pm 11 am- 1 pm	22	M-Th Sa	1:30-6:15 pm 9 am-12 pm
Camp	–	–	–	25	M-F	9 am-2 pm
Aqua Fit*	2	T, Th	11 am-12 pm	2	T, Th	11 am-12 pm
Youth Teams*	16	M-F M, T, Th, F Sa	4-6 pm 6-7 pm 9-11 am	16	M-F M, T, Th, F Sa	4-6 pm 6-7 pm 9-11 am

*Newly added programs

Pool Schedules

The 2 main take-aways when viewing the following comprehensive and detailed schedules are to notice the:

- a. Colors: A color represents a program that serves and supports dozens if not hundreds of individuals
- b. Widths: If the width of the colors is narrow, that demonstrates that the pool is being “SHARED” which is a company value we strongly believe in, and a unique part of our operational model.

Summer season is approximately June through Mid-August

School Year is approximately Mid-August through May

Legend:

Lap Swim - Lap swimming for drop ins and memberships

Family Recreational/Open Swim

Swim Lessons - for youth and adults, group and private lessons

Bridge Youth Swim Program - Pre-competitive swim provided by Team Sheeper to prepare youth for competitive programs

Youth Teams - provided by renters, SOLO, PASA Menlo Park, Belle Haven Youth Swim Team, and First Youth Kids Triathlon

Aqua Fit - provided by Team Sheeper

Menlo Mavens Masters Women’s Water Polo - provided by renter Menlo Mavens

Aqua Wellness - provided by Revolutions in Fitness

Menlo Masters - Adult Swim Community provided by Team Sheeper

Lifeguard Course - Red Cross Lifeguard Certification courses provided by Team Sheeper

Clinics- Youth and Adult Swim Technique Clinics provided by Team Sheeper



2024 School Year- Burgess Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
6 - 7 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
7 - 8 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
8 - 9 AM	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Laps (6)	Laps (6)
9 - 9:30 AM	Laps (6)	Aqua Wellness (3) Laps (3)	Les (1) Laps (5)	Aqua Wellness (3) Laps (3)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
9:30 - 10 AM	Laps (6)	Aqua Wellness (3) Laps (3)	Les (1) Laps (5)	Aqua Wellness (3) Laps (3)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
10 - 11 AM	Laps (6)	A W (2) Laps (4)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
11 AM - 12 PM	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (2) Laps (4)	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
12 - 1 PM	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (4) Family Rec (2)	Laps (2) Family Rec (4)
1 - 1:30 PM	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
1:30 - 2 PM	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Lap (1) Family Rec (4)	Laps (2) Family Rec (4)
2 - 2:45 PM	Laps (3) Family Rec (2)	Laps (3) Family Rec (2)	Les (1) Laps (3) Rec (2)	Laps (3) Family Rec (2)	Les (1) Laps (3) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
2:45 - 3 PM	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
3 - 3:45 PM	Lessons (3) Lap (1) Family Rec (2)	Lessons (3) Lap (1) Family Rec (2)	Lessons (3) Lap (1) Family Rec (2)	Lessons (3) Lap (1) Family Rec (2)	Lessons (3) Lap (1) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
3:45 - 4 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Lap (1) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
4 - 5 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Lap (1) Rec (2)	Winter closing time is 4 pm	
5 - 6 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Lap (1) Rec (2)		
6 - 6:45 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Lap (1) Rec (2)		
6:45 - 7 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)		
7 - 8 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)		

Notice the diversity of programming along with ample lap and open swimming opportunities.



2024 School Year- Burgess Performance Pool

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
6 - 7 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)	
7 - 8 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)
8 - 9 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Mavens (8)	Lap (3)
9 - 9:15 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Mavens (8)	Lap (3)
9:15 - 10 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)	Mavens (8)	Lap (3)
10 - 11 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)	Laps (11)	
11 - 11:15 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)	Laps (11)	
11:15 AM - 12 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
12 - 1 PM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)		Laps (11)		Laps (11)	
1 - 2 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
2 - 3 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
3 - 4 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
4 - 5 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Winter closing time is 4 pm			
5 - 6 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)				
6 - 7 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)				
7 - 8 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)				

Notice that lap lanes are available every open hour throughout the week.



2024 School Year- Burgess Wading Pool

Open Sa & Su 11am- 5pm in early fall as weather and staffing permits.



2024 Summer- Burgess Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
6 - 7 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
7 - 8 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
8 - 9 AM	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Laps (6)	Laps (6)
9 - 9:30 AM	Laps (6)	AW (2) Laps (4)	Laps (6)	AW (3) Laps (3)	Laps (6)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
9:30 - 10 AM	Laps (3) Camp (3)	AW (2) Lap (1) Camp (3)	Laps (3) Camp (3)	AW (3) Camp (3)	Laps (3) Camp (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
10 - 11 AM	Laps (3) Camp (3)	AW (1) Lap (2) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Lessons (4) Family Rec (2)	Laps (2) Family Rec (4)
11 - 11:45 AM	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
11:45 AM - 12:30 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
12:30 - 1 PM	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
1 - 1:30 PM	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Lessons (4) Family (2)	Laps (2) Family Rec (4)
1:30- 2 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
2 - 3 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
3 - 4 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
4 - 5 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
5 - 6 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)		
6 - 7 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)		
7 - 8 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)		

Notice the abundance of open/family swim opportunities.



2024 Summer- Burgess Performance Pool

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
6 - 7 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)	
7 - 8 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)
8 - 9 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)	Mavens (8)	Lap (3)
9 - 9:30 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth (2)	Laps (9)	Mavens (8)	Lap (3)
9:30 - 10 AM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Youth (2)	Laps (9)	Mavens (8)	Lap (3)
10 - 11 AM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Laps (11)		Laps (11)	
11 AM - 12 PM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Laps (11)		Laps (11)	
12 - 1 PM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)		Laps (11)		Laps (11)	
1 - 1:30 PM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Laps (11)		Laps (11)	
1:30 - 2 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
2 - 3 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
3 - 3:30 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)	
3:30 - 4 PM	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Laps (11)		Laps (11)	
4 - 5 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Laps (11)		Laps (11)	
5 - 6 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)				
6 - 7 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)				
7 - 8 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)				

Notice how space is provided for summer youth programming while still having ample opportunity for lap swimming.



2024 Summer- Burgess Wading Pool

Monday- Sunday 11am-5pm.

The wading pool is mostly used during the 10 weeks of summer and the 2-3 weeks preceding summer and the 2-3 weeks following summer. The pool is primarily used by parents with their young children under 6 years of age and mostly when the sun is shining on the pool. The small square pool has a water depth of 1 foot 6 inches that is fenced off from the other parts of the facility. A small lawn area with picnic tables adds to the summer popularity of this amenity.



Projected 2025 School Year- Burgess Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
6 - 7 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
7 - 8 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
8 - 9 AM	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Laps (6)	Laps (6)
9 - 9:30 AM	Laps (6)	Laps (6)	Laps (6)	Aqua Wellness (3) Laps (3)	Laps (6)	Lessons (4) Laps (2)	Laps (6)
9:30 - 10 AM	Laps (6)	Laps (6)	Laps (6)	Aqua Wellness (3) Laps (3)	Laps (6)	Lessons (4) Laps (2)	Laps (6)
10 - 10:15 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Lessons (4) Laps (2)	Laps (6)
10:15 - 10:45 AM	Les (1) Laps (5)	Laps (6)	Les (1) Laps (5)	Laps (6)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
10:45 - 11 AM	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
11 AM - 12 PM	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (4) Laps (2)	Laps (6)
12 - 1 PM	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Les (1) Laps (5)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
1 - 1:30 PM	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
1:30 - 2 PM	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les Lap (1) Family Rec (4)	Laps (2) Family Rec (4)
2 - 2:15 PM	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les (1) Laps (3) Rec (2)	Les Lap (1) Family Rec (4)	Laps (2) Family Rec (4)
2:15 - 2:45 PM	Laps (4) Rec (2)	Les (1) Laps (3) Rec (2)	Laps (4) Rec (2)	Les (1) Laps (3) Rec (2)	Laps (4) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
2:45 - 3 PM	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
3 - 3:45 PM	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Lessons (3) Lap (1) Rec (2)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
3:45 - 4 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
4 - 5 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Winter closing time is 4 pm	
5 - 5:15 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)		
5:15 - 6 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Lap (1) Rec (2)		
6 - 6:45 PM	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Bridge (3)	Lessons (3) Lap (1) Rec (2)		
6:45 - 7 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)		
7 - 8 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)		

Notice the diversity of offerings and an abundance of time and space devoted to instruction.



Projected 2025 School Year- Burgess Performance Pool

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY		
6 - 7 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)		
7 - 8 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	
8 - 9 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Mavens (8)	Lap (3)	
9 - 9:15 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Mavens (8)	Lap (3)	
9:15 - 10 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)		Mavens (8)	Lap (3)
10 - 11 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)		Laps (11)	
11 - 11:15 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)		Laps (11)	
11:15 AM - 12 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		
12 - 1 PM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)		Laps (11)		Laps (11)		
1 - 2 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Clinics (2)	Laps (9)		Laps (11)	
2 - 3 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Clinics (2)	Laps (9)		Laps (11)	
3 - 4 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Clinics (2)	Laps (9)		Laps (11)	
4 - 5 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Winter closing time is 4 pm				
5 - 6 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)					
6 - 7 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)					
7 - 8 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)					



Projected 2025 School Year- Burgess Wading Pool

Seasonal. Open Sa & Su 11am- 5pm in early fall as weather and staffing permits.



Projected 2025 Summer- Burgess Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
6 - 7 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
7 - 8 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
8 - 9 AM	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Aqua Fit (4) Laps (2)	Laps (6)	Laps (6)
9 - 9:30 AM	Laps (6)	Laps (6)	Laps (6)	AW (3) Laps (3)	Laps (6)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
9:30 - 10 AM	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	AW (3) Camp (3)	Laps (3) Camp (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
10 - 11 AM	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Lessons (4) Family Rec (2)	Laps (2) Family Rec (4)
11 - 11:45 AM	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Laps (3) Camp (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
11:45 AM - 12:30 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
12:30 - 1 PM	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Lessons (4) Rec (2)	Laps (2) Family Rec (4)
1 - 1:30 PM	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Camp (3) Family Rec (3)	Lessons (4) Family Rec (2)	Laps (2) Family Rec (4)
1:30- 2 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
2 - 3 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
3 - 4 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
4 - 5 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (2) Family Rec (4)	Laps (2) Family Rec (4)
5 - 6 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)		
6 - 7 PM	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Lessons (3) Family Rec (3)	Laps (3) Family Rec (3)		
7 - 8 PM	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)	Laps (3) Family Rec (3)		



Projected 2025 Summer- Burgess Performance Pool

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY		
6 - 7 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)		
7 - 8 AM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	
8 - 9 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth Teams (2)	Laps (9)		Mavens (8)	Lap (3)
9 - 9:30 AM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Youth (2)	Laps (9)		Mavens (8)	Lap (3)
9:30 - 10 AM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Youth (2)	Laps (9)		Mavens (8)	Lap (3)
10 - 11 AM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Laps (11)		Laps (11)		
11 AM - 12 PM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Laps (11)		Laps (11)		
12 - 1 PM	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Masters (8)	Lap (3)	Laps (11)		Laps (11)		Laps (11)		
1 - 1:30 PM	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Camp (3)	Laps (8)	Clinics (2)	Laps (9)		Laps (11)	
1:30 - 2 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Clinics (2)	Laps (9)		Laps (11)	
2 - 3 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Clinics (2)	Laps (9)		Laps (11)	
3 - 3:30 PM	Laps (11)		Laps (11)		Laps (11)		Laps (11)		Laps (11)		Clinics (2)	Laps (9)		Laps (11)	
3:30 - 4 PM	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Youth (4)	Laps (7)	Clinics (2)	Laps (9)		Laps (11)	
4 - 5 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Laps (11)		Laps (11)		
5 - 6 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)					
6 - 7 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)					
7 - 8 PM	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)	Youth Teams (8)	Laps (3)					



Projected 2025 Summer- Burgess Wading Pool

Monday-Sunday 11am-5pm



2024 School Year- Belle Haven Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8 - 9 AM						Laps (4)	Laps (4)
9 - 10 AM						Laps (4)	Laps (4)
10 - 11 AM	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)
11 AM - 12 PM	Laps (4)	Laps (2) Aqua Fit (2)	Le (1) Laps (3)	Laps (2) Aqua Fit (2)	Le (1) Laps (3)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)
12 - 1 PM	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Le (1) La (1) Family Rec (2)	Laps (2) Family Rec (2)	Le (1) La (1) Family Rec (2)	Family Rec (4)	Family Rec (4)
1 - 2 PM	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
2 - 2:45 PM	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
2:45 - 3 PM	Lessons (2) Rec (2)	Lessons (2) Rec (2)	Lessons (2) Rec (2)	Laps (2) Rec (2)	Laps (2) Rec (2)	Family Rec (4)	Family Rec (4)
3 - 4 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
4 - 5 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
5 - 6 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)		
6 - 7 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Laps (2) Family Rec (2)	Laps (2) Family Rec (2)		

Notice the diversity of programming along with ample lap and open swimming opportunities.



2024 School Year- Belle Haven Performance Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY								
8 - 9 AM						Laps (6)	Laps (6)								
9 - 10 AM						Youth Teams (4)	Laps (2) Laps (6)								
10 - 11 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Youth Teams (4)	Laps (2) Laps (6)								
11 AM - 12 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)								
12 - 1 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)								
1 - 2 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)								
2 - 3 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)								
3 - 4 PM	Laps (5)	Le (1)	Laps (5)	Le (1)	Laps (5)	Le (1)	Laps (6)								
4 - 5 PM	Youth Teams (4)	La (1)	Le (1)	Youth Teams (4)	La (1)	Le (1)	Youth Teams (2)	Laps (3)	Le (1)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Laps (6)	Laps (6)
5 - 6 PM	Youth Teams (4)	La (1)	Le (1)	Youth Teams (4)	La (1)	Le (1)	Youth Teams (2)	Laps (3)	Le (1)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)		
6 - 7 PM	Youth Teams (2)	Laps (3)	Le (1)	Youth Teams (2)	Laps (3)	Le (1)	Laps (5)	Le (1)	Youth Teams (2)	Laps (4)	Youth Teams (2)	Laps (4)			

Notice that lap lanes are available every open hour throughout the week.



2024 Summer- Belle Haven Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8 - 9 AM	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)		
9 - 10 AM	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Lessons (4)	
10 - 11 AM	Camps (2) Laps (2)	Camps (2) Laps (2)	Camps (2) Laps (2)	Camps (2) Laps (2)	Camps (2) Laps (2)	Lessons (4)	
11 AM - 12 PM	Camps (2)	Laps (2)	Camps (2)	Laps (2)	Camps (2)	Laps (2)	Lessons (4)
12 - 12:30 PM	Laps (2)	Rec (2)	Laps (2)	Rec (2)	Laps (2)	Rec (2)	Family Rec (4)
12:30 - 1 PM	Camps (2)	Rec (2)	Camps (2)	Rec (2)	Camps (2)	Rec (2)	Family Rec (4)
1 - 1:30 PM	Camps (2)	Rec (2)	Camps (2)	Rec (2)	Camps (2)	Rec (2)	Family Rec (4)
1:30 - 2 PM	Lessons (2)	Rec (2)	Lessons (2)	Rec (2)	Lessons (2)	Rec (2)	Family Rec (4)
2 - 3 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Family Rec (4)
3 - 4 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Family Rec (4)
4 - 5 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Family Rec (4)
5 - 6 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Family Rec (4)
6 - 6:15 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Family Rec (4)
6:15 - 7 PM	Family Rec (4)	Family Rec (4)	Family Rec (4)	Family Rec (4)	Family Rec (4)		

Notice the abundance of open/family swim opportunities.



2024 Summer- Belle Haven Performance Pool

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY		
8 - 9 AM	Laps (6)		Laps (6)		Laps (6)		Laps (6)		Laps (6)						
9 - 10 AM	Laps (6)		Laps (6)		Laps (6)		Laps (6)		Laps (6)		Laps (4)	Les (2)			
10 - 11 AM	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (4)	Les (2)			
11 AM - 12 PM	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (4)	Les (2)			
12 - 1 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	
1 - 2 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	
2 - 3 PM	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)
3 - 4 PM	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)
4 - 5 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)					
5 - 6 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Lap (4)	Rec (2)	Lap (4)	Rec (2)	Lap (4)					
6 - 7 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)					

Notice the abundance of lap and open/family recreational swim opportunities.



Projected 2025 School Year- Belle Haven Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8 - 9 AM						Laps (4)	Laps (4)
9 - 10 AM						Laps (4)	Laps (4)
10 - 11 AM	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (2)	Laps (2)
11 AM - 12 PM	Laps (4)	Laps (2)	Aqua Fit (2)	Laps (4)	Laps (2)	Aqua Fit (2)	Laps (2)
12 - 1 PM	Laps (2)	Family Rec (2)	Laps (2)	Family Rec (2)	Laps (2)	Family Rec (2)	Laps (2)
1 - 2 PM	Laps (2)	Family Rec (2)	Laps (2)	Family Rec (2)	Laps (2)	Family Rec (2)	Laps (2)
2 - 2:45 PM	Laps (2)	Family Rec (2)	Laps (2)	Family Rec (2)	Laps (2)	Family Rec (2)	Laps (2)
2:45 - 3 PM	Lessons (2)	Rec (2)	Lessons (2)	Rec (2)	Lessons (2)	Rec (2)	Laps (2)
3 - 4 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Laps (2)
4 - 5 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Laps (2)
5 - 6 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Laps (2)
6 - 7 PM	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Lessons (2)	Family Rec (2)	Laps (2)

Projected 2025 School Year- Belle Haven Performance Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8 - 9 AM						Laps (6)	Laps (6)
9 - 10 AM						Laps (6)	Laps (6)
10 - 11 AM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Youth Teams (4) Laps (2)	YT (1) Laps (5)
11 AM - 12 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Youth Teams (4) Laps (2)	YT (1) Laps (5)
12 - 1 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
1 - 2 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
2 - 3 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
3 - 4 PM	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)
4 - 5 PM	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Laps (6)	Laps (6)
5 - 6 PM	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)	Youth Teams (4) Laps (2)		
6 - 7 PM	Youth Teams (2) Laps (4)	Youth Teams (2) Laps (4)	Youth Teams (2) Laps (4)	Youth Teams (2) Laps (4)	Youth Teams (2) Laps (4)		



Projected 2025 Summer- Belle Haven Instructional Pool

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8 - 9 AM	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)
9 - 10 AM	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Laps (4)	Lessons (4)	Laps (4)
10 - 11 AM	Camps (3) Laps (1)	Camps (3) Laps (1)	Camps (3) Laps (1)	Camps (3) Laps (1)	Camps (3) Laps (1)	Lessons (4)	Laps (4)
11 AM - 12 PM	Camps (3) Laps (1)	Camps (2) Aqua Fit (2)	Camps (3) Laps (1)	Camps (2) Aqua Fit (2)	Camps (3) Laps (1)	Lessons (4)	Laps (4)
12 - 1 PM	Camps (2) Rec (2)	Camps (2) Rec (2)	Camps (2) Rec (2)	Camps (2) Rec (2)	Camps (2) Rec (2)	Family Rec (4)	Family Rec (4)
1 - 1:30 PM	Camps (2) Rec (2)	Camps (2) Rec (2)	Camps (2) Rec (2)	Camps (2) Rec (2)	Camps (2) Rec (2)	Family Rec (4)	Family Rec (4)
1:30 - 2 PM	Lessons (2) Rec (2)	Lessons (2) Rec (2)	Lessons (2) Rec (2)	Lessons (2) Rec (2)	Lessons (2) Rec (2)	Family Rec (4)	Family Rec (4)
2 - 3 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
3 - 4 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
4 - 5 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Family Rec (4)	Family Rec (4)
5 - 6 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Family Rec (4)	
6 - 6:15 PM	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Lessons (2) Family Rec (2)	Family Rec (4)	
6:15 - 7 PM	Family Rec (4)	Family Rec (4)	Family Rec (4)	Family Rec (4)	Family Rec (4)		

Projected 2025 Summer- Belle Haven Performance Pool

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY		
8 - 9 AM	Laps (6)		Laps (6)		Laps (6)		Laps (6)		Laps (6)		Youth Teams (4)	Laps (2)		Laps (6)	
9 - 10 AM	Laps (6)		Laps (6)		Laps (6)		Laps (6)		Laps (6)		Laps (5)	Le (1)		Laps (6)	
10 - 11 AM	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Le (1)	YT (1)	Laps (5)	
11 AM - 12 PM	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Ca (1)	Laps (5)	Le (1)	YT (1)	Laps (5)	
12 - 1 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	
1 - 2 PM	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	
2 - 3 PM	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)
3 - 4 PM	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (3)	Le (1)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	Rec (2)	Laps (4)
4 - 5 PM	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Rec (2)	Laps (4)	Rec (2)	Laps (4)	
5 - 6 PM	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)	Youth Teams (4)	Laps (2)					
6 - 7 PM	Youth Teams (2)	Laps (4)	Youth Teams (2)	Laps (4)	Youth Teams (2)	Laps (4)	Youth Teams (2)	Laps (4)	Youth Teams (2)	Laps (4)					



Program Statistics

Pool Visits

Burgess Pool Visits Detail

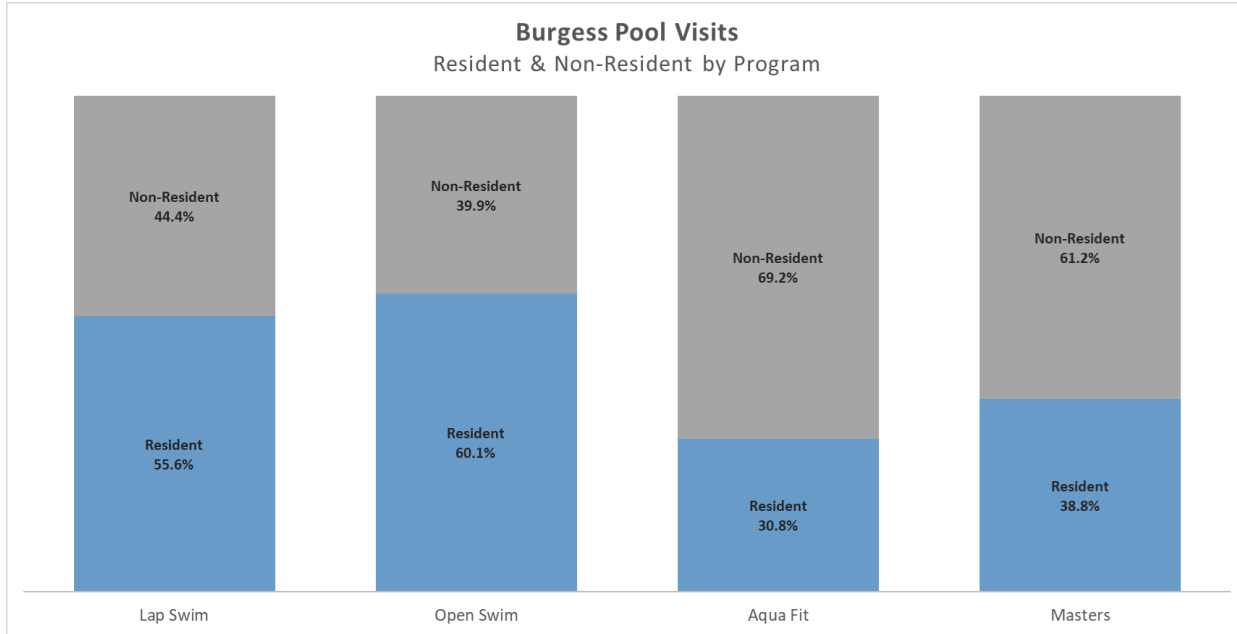
Visits	Resident	Resident %	Non-Resident	Non-Resident %	Total Visits
Lap-Member	16,426	53.3%	14,411	46.7%	30,837
Lap-Drop In	10,179	59.8%	6,846	40.2%	17,025
Open-Member	3,551	68.5%	1,635	31.5%	5,186
Open-Drop In	9,749	57.5%	7,196	42.5%	16,945
Aqua Fit	1,771	30.8%	3,973	69.2%	5,744
Masters	8,907	38.8%	14,023	61.2%	22,930
Swim School	11,298	48.3%	12,085	51.7%	23,383
Bridge Swim Program	3,817	57.1%	2,871	42.9%	6,688
Mavericks Summer Team	2,460	47.8%	2,682	52.2%	5,142
Camp	1,964	49.5%	2,002	50.5%	3,966
Pumpkin Splash	37	49.3%	38	50.7%	75
Total	70,159	50.9%	67,762	49.1%	137,921

Special Note-This table includes Menlo Swim & Sport programming numbers. Renters also contribute largely to the use of the pools and facilities, which are not included in this table.

Burgess has had an estimated **33,600** rental visits in 2024.

Burgess Pool Visits Summary

Visits	% of Total Visits
Community Recreation	50.8%
Youth Instruction	28.4%
Adult Programs	20.8%



Belle Haven Pool Visits

Opening Day May 20- End of Year, 2021

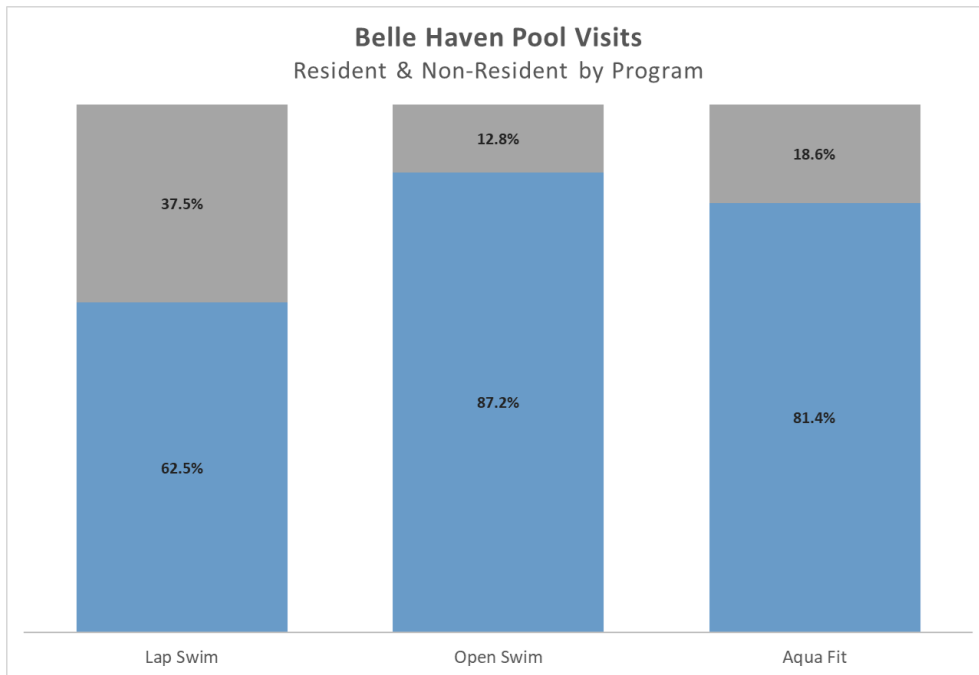
Visits	Resident	Resident %	Non-Resident	Non-Resident %	Total Visits
Lap-Member	1,120	57.3%	835	42.7%	1,955
Lap-Drop In	952	69.9%	409	30.1%	1,361
Open-Member	2,603	96.1%	106	3.9%	2,709
Open-Drop In	5,712	83.7%	1,116	16.3%	6,828
Aqua Fit	105	81.4%	24	18.6%	129
Swim School	2,403	58.3%	1,718	41.7%	4,121
Camp	77	64.7%	42	35.3%	119
Pumpkin Splash	13	52.0%	12	48.0%	25
Total	12,985	75.3%	4,262	24.7%	17,247

Special Note-This table includes Menlo Swim & Sport programming numbers. Renters also contribute to the use of the pools and facilities, which are not included in this table.

Belle Haven has had an estimated **800** rental visits in 2024.

Belle Haven Pool Visits Summary

Visits	% of Total Visits
Community Recreation	74.7%
Youth Instruction	24.6%
Adult Programs	0.7%



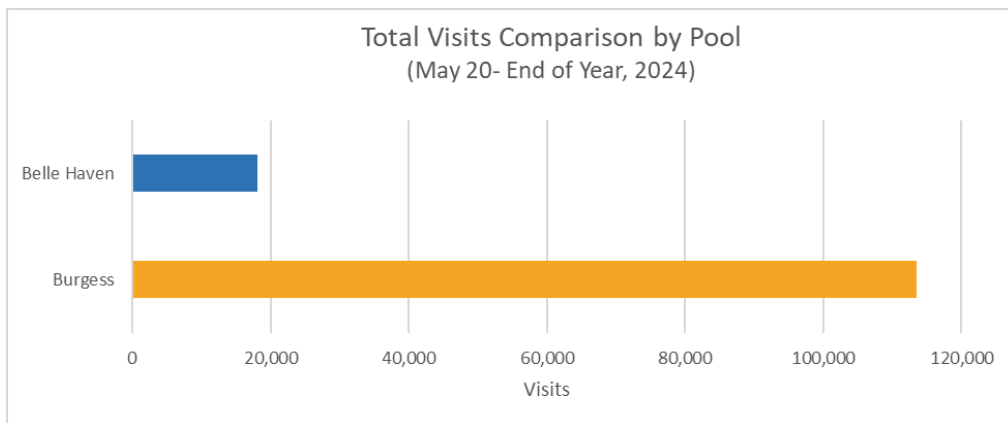
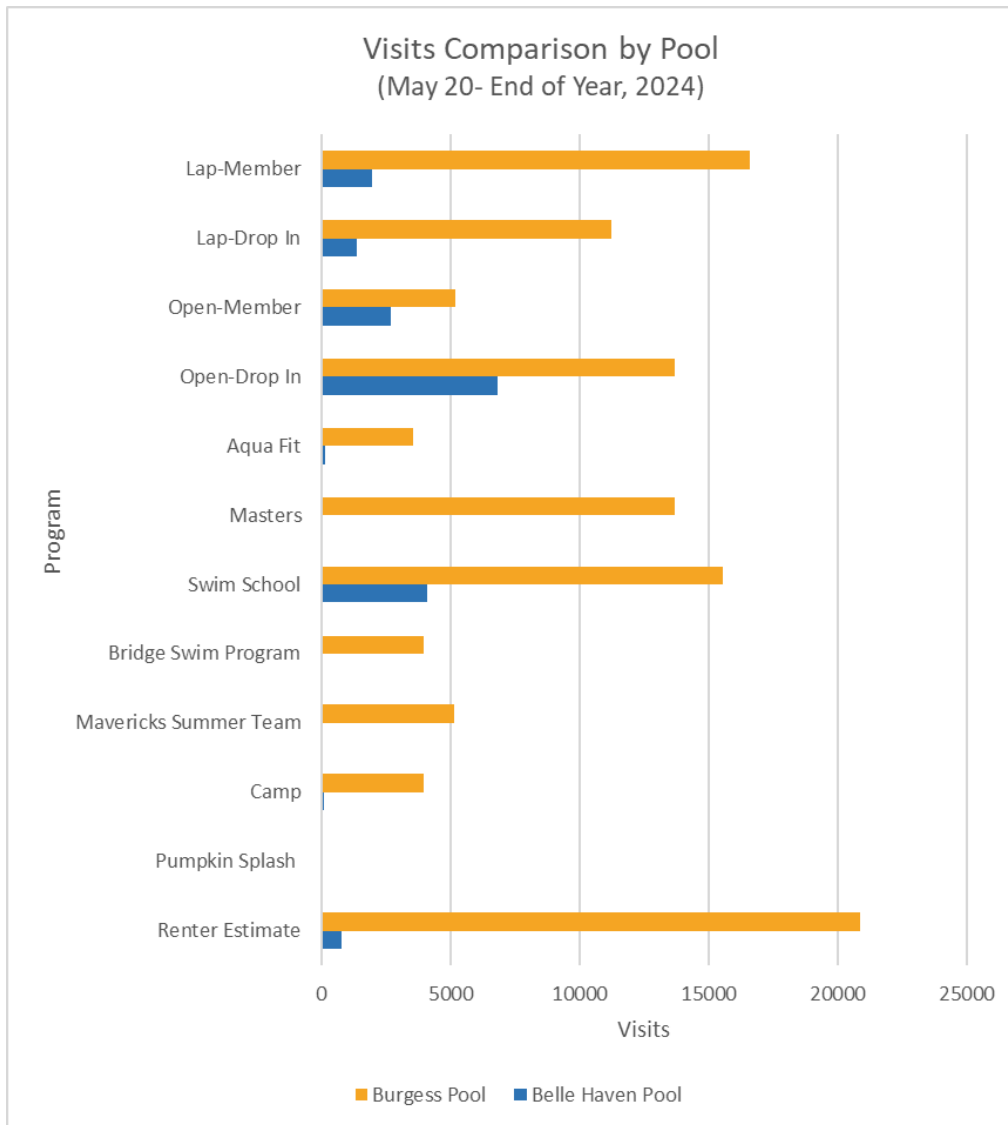
Burgess Pool Visits Detail for Belle Haven Comparison

May 20- End of Year, 2024 for comparison to YTD Belle Haven Pool Visits

Visits	Resident	Resident %	Non-Resident	Non-Resident %	Total Visits
Lap-Member	9,258	55.7%	7,356	44.3%	16,614
Lap-Drop In	6,765	60.3%	4,459	39.7%	11,224
Open-Member	3,551	68.5%	1,635	31.5%	5,186
Open-Drop In	7,881	57.6%	5,808	42.4%	13,689
Aqua Fit	1,111	31.4%	2,426	68.6%	3,537
Masters	5,302	38.7%	8,401	61.3%	13,703
Swim School	7,619	49.0%	7,933	51.0%	15,552
Bridge Swim Program	2,402	60.3%	1,582	39.7%	3,984
Mavericks Summer Team	2,460	47.8%	2,682	52.2%	5,142
Camp	1,964	49.5%	2,002	50.5%	3,966
Pumpkin Splash	37	49.3%	38	50.7%	75
Total	48,350	52.2%	44,322	47.8%	92,672

Special Note: Burgess has had an estimated 20,900 rental visits in May 20- End of Year, 2024.

Visits Comparison by Pool



Monthly Members

Burgess Pool Average Monthly Members

Average Monthly Members	Resident	Resident %	Non-Resident	Non-Resident %	Total
Lap Swim	265	53.3%	232	46.7%	497
Aqua Fit	21	35.3%	38	64.7%	59
Masters	88	39.6%	134	60.4%	222
Total	373	48.0%	404	52.0%	777

*Memberships give access to both Burgess and Belle Haven Pools per agreement.

Belle Haven Pool Average Monthly Members

Average Monthly Members	Resident	Resident %	Non-Resident	Non-Resident %	Total
Lap Swim	16	100.0%			16
Aqua Fit	5	71.4%	2	28.6%	7
Total	21	91.3%	2	8.7%	23

* Belle Haven specific memberships give access to Belle Haven only.

Swim Lessons & Camps

Burgess Pool Swim Lessons

Swim Lessons	Resident	Resident %	Non-Resident	Non-Resident %	Total
Group (Child)	10,672	48.5%	11,348	51.5%	22,020
Group (Adult)	199	55.3%	161	44.7%	360
Private	427	42.6%	576	57.4%	1,003
Bridge Swim Program	3,817	57.1%	2,871	42.9%	6,688
Mavericks Summer Team	2,460	47.8%	2,682	52.2%	5,142
Camp	1,322	49.6%	1,342	50.4%	2,664
Total	18,897	49.9%	19,008	50.1%	37,905

Belle Haven Pool Swim Lessons

Swim Lessons	Resident	Resident %	Non-Resident	Non-Resident %	Total
Group (Child)	2,397	58.4%	1,705	41.6%	4,102
Group (Adult)	6	31.6%	13	68.4%	19
Camp	77	64.7%	42	35.3%	119
Total	2,480	58.5%	1,760	41.5%	4,240

Scholarship Lessons

In partnership with the Beyond Barriers Athletic Foundation, Menlo Swim & Sport provided subsidized group swim lessons to children in need in the area.

Swimmers served (distinct): 220

Total swim lessons provided: 1,940

Scholarships	Resident	Resident %	Non-Resident	Non-Resident %	Total
Swimmers	128	58.2%	92	41.8%	220
Lessons Provided	1,211	62.4%	729	37.6%	1,940

Special Note-The production of the 5th Annual Menlo Park Kids Triathlon at Burgess Pool and Park in June 2024 contributed \$5,000 directly to Beyond Barriers to assist in funding scholarship swim lessons in Menlo Park.

Visits Report for Address Verification

Report containing individual visits including date, program, and addresses has been provided directly to City Staff.

Program Fees

2024 Fees

2024 fees were implemented April 1, 2024

Membership Pricing	Monthly Fee				
	Hyperlocal Resident	Resident		Non-Resident	
	General	General	Senior	General	Senior
Lap Swim	\$42	\$65	\$52	\$72	\$61
Aqua Fit	\$57	\$88	\$70	\$97	\$77
Menlo Masters	\$74	\$114	\$91	\$125	\$100

Drop In Pricing	Hyperlocal Resident			Resident				Non-Resident					
	General	Child	Family	General	Senior	Child	Spectator	Family	General	Senior	Child	Spectator	Family
Lap Swim	\$6	—	—	\$9	\$8	—	—	—	\$10	\$9	—	—	—
Open Swim	\$6	\$3	\$16	\$9	\$8	\$5	\$3	\$24	\$10	\$9	\$6	\$5	\$28
Aqua Fit	\$13	—	—	\$20	—	—	—	—	\$22	—	—	—	—
Masters	\$13	—	—	\$20	—	—	—	—	\$22	—	—	—	—

*Spectator fee is seasonal. Summer only.

Swim School	Per Class			Class Length
	Hyperlocal Resident	Resident	Non-Resident	
Water Babies	\$19	\$29	\$32	30 min
Group	\$19	\$29	\$32	30 min
Adaptive	\$19	\$29	\$32	30 min
Adult	\$28	\$43	\$48	45 min
Private	\$51	\$79	\$87	30 min
Bridge	\$16	\$24	\$26	45 min

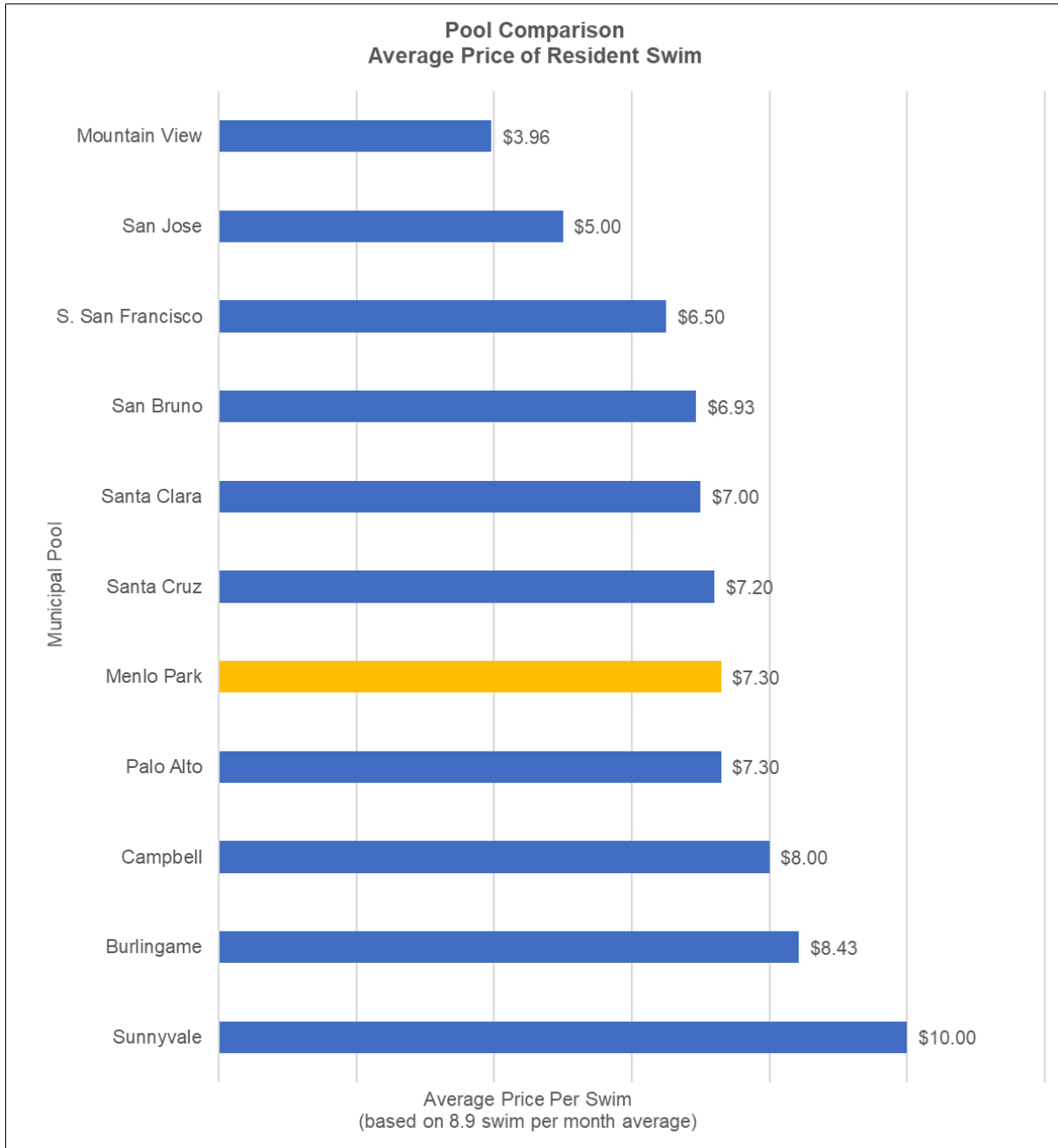
Camp	Per Camp Hour		
	Hyperlocal Resident	Resident	Non-Resident
All Camps	\$15	\$23	\$25



Fee Comparisons

Resident Lap Swim Fee

Municipal Pool	Hrs/Week	Lane Space	Resident Drop-In Fee	Resident Pass Fee	Resident Monthly Fee
S. San Francisco	21.5	6	\$6.50		\$58
Santa Clara	24	6	\$11	\$35 for 5 swims	
Sunnyvale	28	6	\$10		
San Jose	29	8	\$6	\$50 for 10 swims	
Campbell	31.5	8	\$8		\$80
Mountain View	38	8	\$6	\$99 for 25 swims	
Burlingame	44.25	20	\$9		\$75
San Bruno	59	6	\$8	\$104 for 15 swims	
Palo Alto	68.5	14	\$9		\$65
Santa Cruz	81.5	9	\$8	\$72 for 10 swims	
Menlo Park	87	17	\$9		\$65

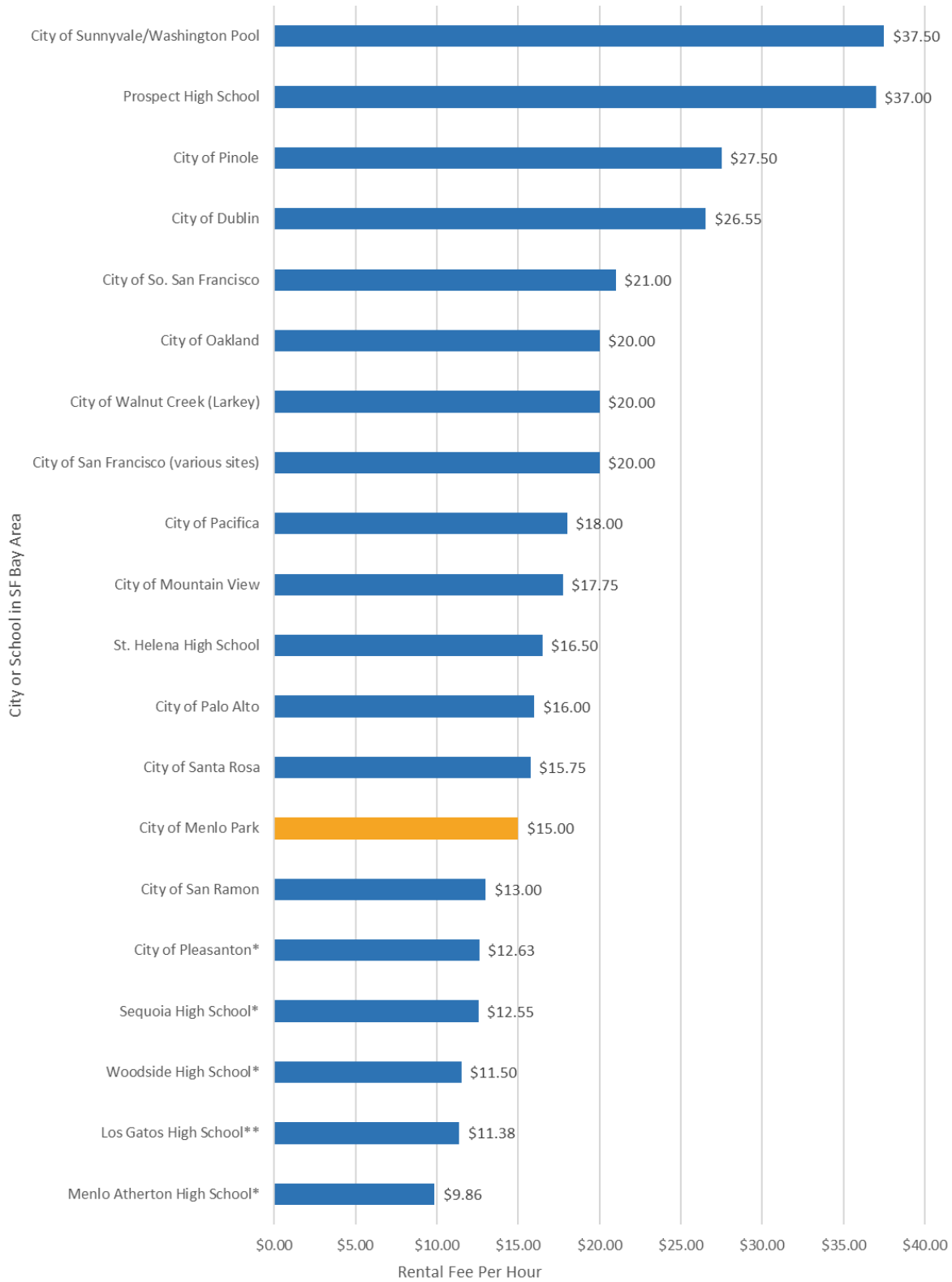


Special Note-Unlike most pools our entry fee is not necessarily fixed. Using our monthly membership model rewards the frequent swimmer. For example, a Menlo Park resident senior who swims daily actually uses the pool at about \$2 per visit, unprecedented.

Lane Rental Fee

City or School in S.F Bay Area	Per hour full pool	Rental fee/hour	# lanes in pool	Additional fees
City of Pleasanton*	\$202.00	not applicable	16	
Menlo Atherton High School*	\$138.00	not applicable	14	
Sequoia High School*	\$138.00	not applicable	11	
Woodside High School*	\$138.00	not applicable	12	
City of Sunnyvale/Washington Pool	\$150.00	\$37.50	4	
Prospect High School	\$222.00	\$37.00	6	
City of Pinole	\$137.50	\$27.50	5	
City of Dublin	\$292.00	\$26.55	11	
City of So. San Francisco	\$126.00	\$21.00	6	
City of Walnut Creek (Larkey)	\$220.00	\$20.00	11	
City of San Francisco (various sites)	\$160.00	\$20.00	8	
City of Oakland	\$120.00	\$20.00	6	
City of Pacifica	\$180.00	\$18.00	10	
City of Mountain View	\$142.00	\$17.75	8	
St. Helena High School	\$231.00	\$16.50	14	
City of San Ramon		\$13-\$16.25		
City of Palo Alto	\$224.00	\$16.00	14	
Los Gatos High School	\$91.00	\$15.25	8	Lifeguard \$31/hr
City of Santa Rosa	\$126.00	\$15.75	8	
City of Menlo Park	\$120.00	\$15.00	8	

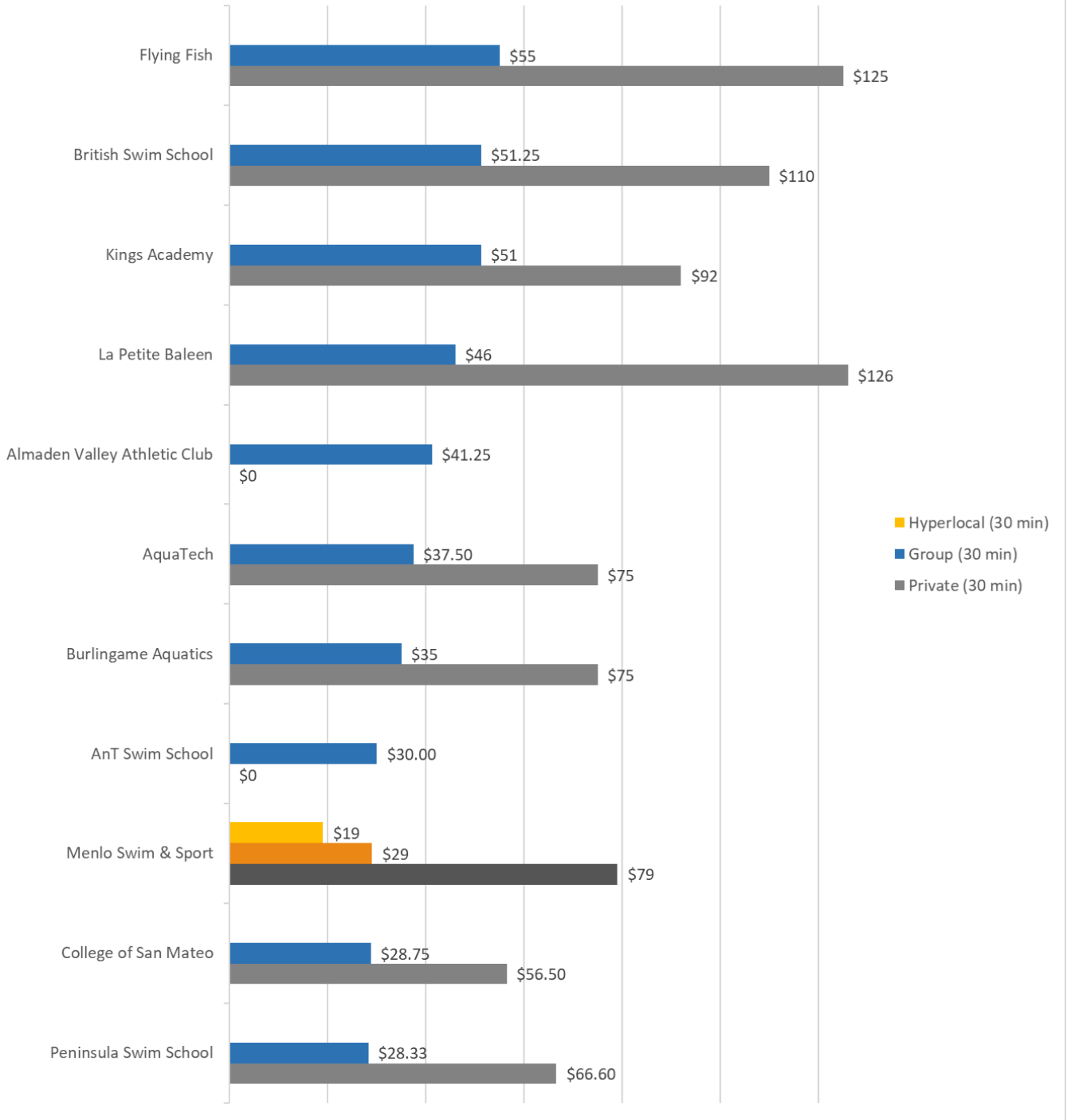
Pool Rental Fee Comparison



Swim Lesson Fee

Year-Round Swim School in S.F Bay Area	Per 30 min Class-Group	Per 30 min Class-Private	Additional fees
Flying Fish	\$55	\$125	
(Mountain View)			
British Swim School	\$51.25	\$110	\$50 reg fee
(Peninsula, San Francisco, Sonoma)			
Kings Academy	\$51	\$92	
(Redwood City, San Mateo)			
La Petite Baleen	\$46	\$126	
(San Bruno, Redwood City, Half Moon Bay, San Francisco)			
Almaden Valley Athletic Club	\$41.25	—	
(San Jose)			
AquaTech	\$37.50	\$75	\$40 Annual Fee
(Alameda, Concord)			
Burlingame Aquatics	\$35	\$75	
(Burlingame)			
AnT Swim School	\$30.00	—	
(San Jose)			
Menlo Swim & Sport	\$19-\$29	\$79	
(Menlo Park)			
College of San Mateo	\$28.75	\$56.50	
(San Mateo)			
Peninsula Swim School	\$28.33	\$66.60	\$40 reg fee
(Redwood City)			

Swim School Pricing Comparison

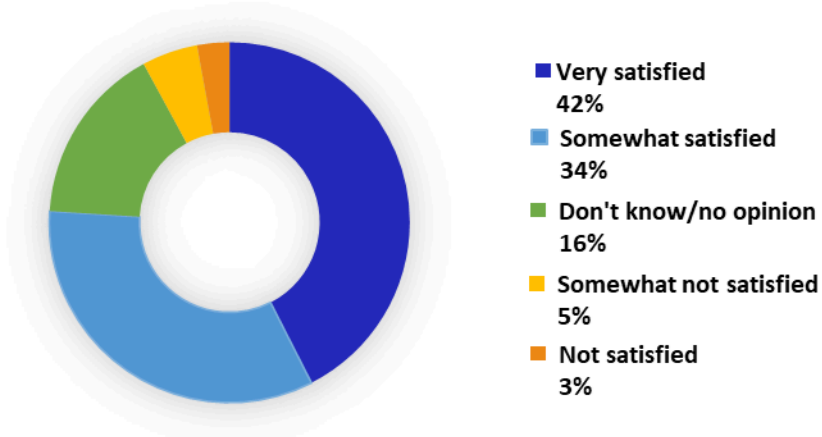


Special Note: Municipal Pool operating models do not conduct swim lessons year round as is done in Menlo Park. The comparisons in the swim lesson market are predominantly against private swim schools who do operate on a year round basis.

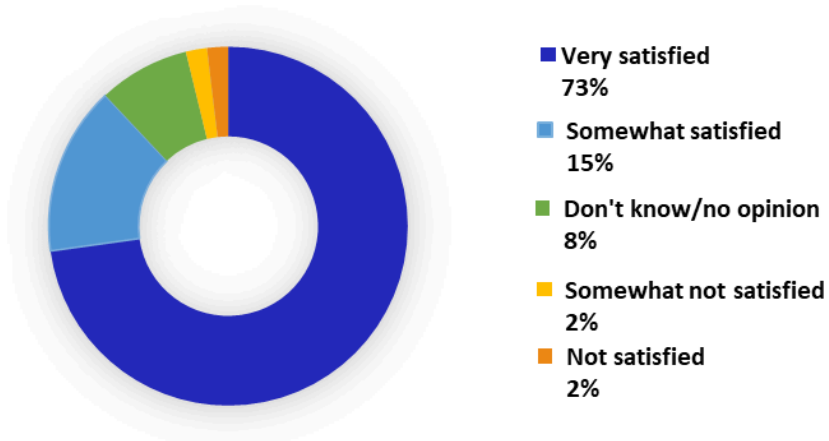
Survey Highlights

Overall Satisfaction

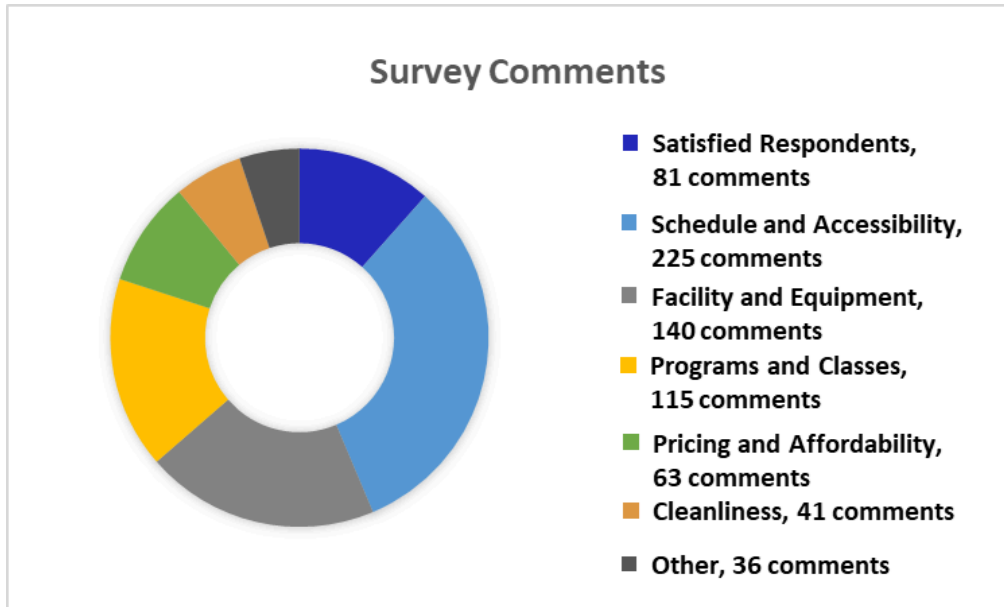
How satisfied are you with BURGESS POOL overall?



How satisfied are you with BELLE HAVEN POOL overall?



Survey Comments



Narrative on Survey Comments:

Satisfied Respondents-It is greatly valued that individuals spend the energy to praise the operation.

Schedule and Accessibility-In a large majority of the comments it is an individual who loves their program who requests more time, more space or more freedom to enjoy more of their desired activity. As an example, it is a lap swimmer who wants more lap swimming, or a masters swimmer who wants more masters swimming.

Facility and Equipment-For decades, respondents have commented from a point of view that they want the facility and its features and amenities to match the level of customer service and level of programming that they have become accustomed to.

Programs and Classes-Respondants provide specific and detailed comments and suggestions regarding their program of choice. These are the comments that help the operator review and reflect on programming decisions.

Pricing and Affordability-Comments on alternative program pricing structures and offering feedback on market comparisons for programming.

Cleanliness-Comments in this category stem from most respondents having a deep affinity for the programs, facility and community. They desire that everyone treats the facility with care and leaves no trace so that all others can use it in a pristine condition.. The comments usually emerge from frustration against the ideal.

Audits and Reviews

When the question of “Standard of Care” is approached the discussion centers around the Model Aquatic Health Code (MAHC) developed by the Centers for Disease Control (CDC) in 1959. The code has been updated every 15-20 years as the aquatic industry evolves, with the latest update in 2018.

Originally the MAHC was developed because of the massive growth of aquatic facilities in the middle of the previous century along with the major increase in 3 undesirable outcomes- water borne diseases, aquatic facility injuries, and drownings.

The code created a “language” and “methods” so public health staff overseeing aquatic facilities could communicate universally agreed upon standards with their operators to ensure that best practices (safest) practices were being implemented in the interest of the public.

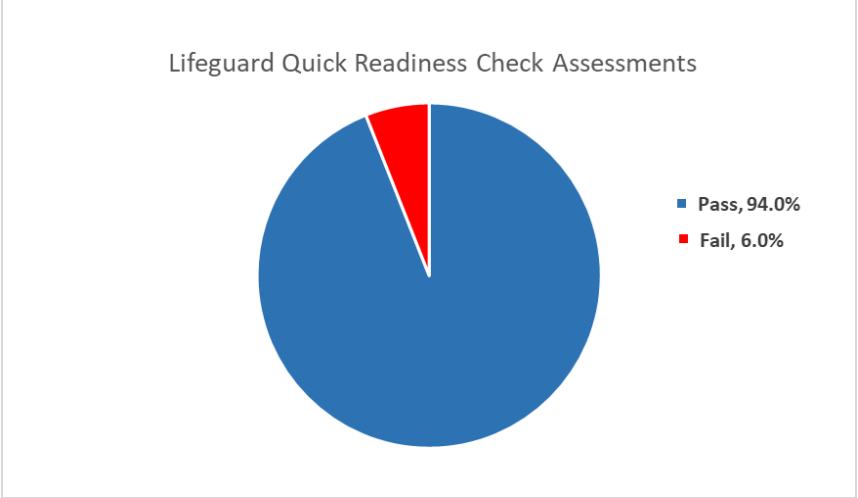
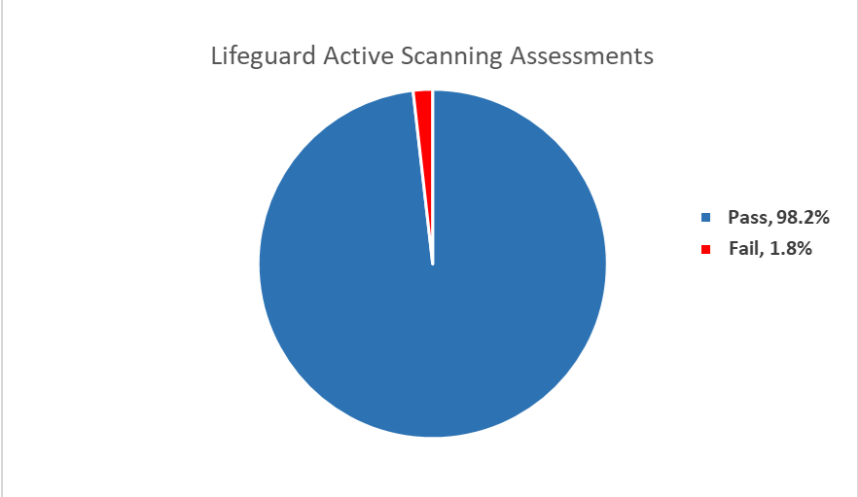
In our case, the County of San Mateo regularly inspects our entire facility for compliance with the County Health Codes which are derived directly from the MAHC including, but not limited to our water quality, chemical storage, drain entrapment, sanitization methods and modes of record keeping, signage, pool structure, decks, and everything else related to water and people interfacing with it and around it. While we pass all of these inspections, we do use these inspections as a chance to test our operational prowess as all the inspections are “surprise” inspections. We have chosen to build a strong relationship with our inspectors, and they have proven to be very valuable to us in solving operational issues on occasion. Our inspector was especially helpful throughout the pandemic and their specific guidance allowed our operation to flow uninterrupted.

In 2024 Team Sheeper decided to employ the use of an outside auditor through the American Red Cross to ensure the highest standards of lifeguarding and aquatics specific management are maintained. This was a comprehensive audit that involved both documentation and live skills reviews. Team Sheeper has implemented all feedback and continues to train staff based on feedback received from auditor feedback and audit results.

Team Sheeper has implemented a new system to review lifeguard skills multiple times a day, called a quick check. During lifeguard quick checks the management team reviews lifeguard’s rescue readiness, scanning, ratio of lifeguards to swimmers, and professionalism. In 2024 Team Sheeper management conducted 735 quick checks with a 94% pass rate. More significantly Team Sheeper lifeguards have a 98.2% passing rate on scanning, which is the most important preventative lifeguard skill.

Over the course of our tenure in Menlo Park we have encountered several different health inspectors and their preferences for what the dominant concerns are related to public safety. As an aside, as the result of going through more than typical 1-2 inspections per year, we inquired as to why we underwent so many more than that. We came to learn that our facility and overall operation was being used as a “model” where incumbent inspectors would use ours as a “training” facility for new inspectors.

We continue to keep safety and standards of operations at the top of our priority list. We follow county, state and private agency guidelines to ensure we are staying informed of all current and best practices.



Risk Management

We are proud of our staff's responses to medical emergencies on the pool deck and elsewhere in the facility where their quick decision making ability and application of training provided care and aid to patrons in need.

Our leadership team is composed of individuals with high integrity who are:

- Rule followers
- Risk assessment managers by nature
- Protectors of all and shielders of the vulnerable

This ethos trickles down from the managers to the individual providers within our company as it's these individuals that the community typically interacts with which leads to their perception of overall facility safety. Safety is a facet of our operation that requires constant vigilance, attention and a great deal of energy. We have learned that creating good staff habits and expectations early in their tenure leads to optimal and highly functional team member's long term.

The public as well as staff safety is our #1 core value and our priority for the Menlo Park aquatic community. Risks are managed through the implementation of policies, procedures, daily practices, training, and communication. All staff as risk managers.

With water safety being our highest potential risk, we staff a minimum of one certified lifeguard and one lifeguard certified manager at all times. We increase the number of lifeguards on duty during times of high bather load such as swim lessons, team practices, and open swim reaching six or more lifeguards at peak operations. Team Sheeper also ensures that all lifeguards are rotated off scanning duty for a minimum of ten minutes every hour and half, exceeding minimum breaks and rotation standards of the Red Cross. Team Sheeper has also implemented a pilot test, mark, and protect swim test policy to keep our youngest and highest risk swimmers safe. All children under the age of 13 are required to complete a swim competency test in order to swim in the deep end of the pool. If they successfully complete the swim test, they are marked with a green wristband indicating they can swim in the deep end of the pool. This was piloted at the Belle Haven location this summer and will be expanded to all locations for the summer of 2025.

The communication of potential risks is an essential step in ensuring a safe environment. In addition to the verbal communication, signage, and other physical indicators of potential safety concerns we have developed procedures using email and website notifications to proactively make the aquatics community aware of potential risk. Examples would include abnormal water temperature, possibly unhealthy air quality index, and facility work or maintenance that may have possible hazards involved.

Training Certifications

Position	Number of Employees	Certifications
CEO	1	Lifeguard, CPR and AED, First Aid
Head of Safety and Operations	1	Lifeguard, CPR and AED, First Aid Instructor, Lifeguard, CPR and AED, First Aid, Certified Pool Operator
General Manager -Belle Haven	1	Lifeguard, CPR and AED, First Aid, Certified Pool Operator
General Manager - Burgess	1	Certified Pool Operator
General Manager -On Call	1	Lifeguard, CPR and AED, First Aid
Manager on Duty	15	Lifeguard, CPR and AED, First Aid
Aquatics Maintenance Technician	2	Certified Pool Operator
Lifeguard	87	Lifeguard, CPR and AED, First Aid

Training Name	Number of Employees Trained	Departments
Chemical Hazard Communication	20	MOD, Facilities, General Manager, Head of Safety, CEO
Chemical Safety	2	Facilities, Head of Safety
Hearing Conservation	1	Facilities
Lock Out, Tag Out	1	Facilities
Anti Harassment Training	89	All
Personal Protective Equipment	41	Lifeguards, Head of Safety and Facilities
Fire Extinguisher Training	13	All
Slips, Trips, and Falls Prevention	19	All
Back Safety	13	All
Bloodborne Pathogens (BBP)	11	Lifeguards, MOD, General Mangers, Head of Safety, CEO

Certification expiration dates are closely monitored to ensure all personnel are appropriately qualified and up to date. We have a staff member dedicated to ensuring an audit is completed on all lifeguard staff. A great benefit is that we always have one or two Red Cross Certified Lifeguard Instructors on staff, that not only certify lifeguards for the entire region, but also recertify our own staff members on a timely basis. Our team certified over 225 lifeguards in 2024. If for some reason a staff member falls out of compliance and their certification lapses, they are immediately removed from that specific position until they are able to complete a recertification class.



Emergency Action Plan

We have gone to great lengths to ensure that we have a plan for as many possible incidents as possible along with factoring in flexibility to deal with the unknown.

All employees have access to a copy of our employee handbook, facility emergency action plan, and other safety procedures. Additionally all lifeguard staff have access and a personal copy of the lifeguard handbook and the American Red Cross Lifeguard Manual.

In addition to the facility emergency action plan that covers emergencies such as evacuations, earthquakes, fires, and chemical releases we have developed a water based emergency action plan. While all employees are provided training on our facility emergency action plan we focus heavily on our water based emergency action plan based upon this being our highest assessed risk.

Our water based emergency action plan is as follows:

- Two certified lifeguards are on duty at all times.
- Based upon pool activity 1-6 lifeguards will be on the pool deck.
- Each lifeguard will have a zone. Oftentimes these zones will overlap to provide increased safety.
- Lifeguards will continuously scan their zone taking no longer than 30 seconds to complete each scan.
- Each lifeguard will be positioned in such a way that they can recognize and respond within 30 seconds to any emergency in their zone.
- When a lifeguard recognizes an emergency they will blow their whistle 3 times to activate the EAP and perform the appropriate rescue.
- A second lifeguard will begin clearing the pool.
- The second lifeguard, or an additional lifeguard, will assist the rescuing lifeguard by retrieving the AED, backboard, first aid kit, and aiding in the extrication of the drowning person.
- The front desk staff, an additional lifeguard, or other staff member will ensure 911 is called.
- The front desk staff, additional lifeguard, or other staff member will meet EMS and escort them to the scene of the incident.
- The manager on duty will oversee the incident, ensure proper execution of duties, help facilitate communication, or assume an active role in the rescue if necessary.
- Once EMS has taken over care and the incident has ended the manager on duty will focus on the physical and mental health of our staff, ensure all documentation is completed, assess our ability to resume operations, and conduct an incident debrief when appropriate.

Please see attached document for facility specific EAPs for both Burgess and Belle Haven Pools.

Incident Reports

Number of Incidents		Type of Incident
Burgess	Belle Haven	
0	0	Fatal Drowning
0	0	Morbidity Drowning
0	1	Non-Morbidity Drowning
6	2	Distressed Swimmer
7	4	First Aid
2	1	Medical (EMS)
2	1	Patron Incident

Drowning is defined as the process of experiencing respiratory impairment from submersion/immersion in liquid by the World Health Organization. Please note that there are three outcomes of a drowning event: non-morbidity, morbidity, and death. Non-morbidity means that there were no lasting injuries occurring from the drowning. Morbidity means there was lasting injury or impairment requiring medical attention. A fatal drowning is one resulting in death. Due to the fast response of the lifeguards and greater safety team, the one drowning that occurred this year was interrupted within the American Red Cross defined time frame (1.5 minutes) to prevent morbidity from occurring.

See attached documents

Safety Reports

Team Sheeper has invested a great deal of time and resources into the safety of our company. Each one of our programs has a manager that has been trained and is dedicated to ensuring safety throughout each department. Managers lead their monthly department meetings and are inspired by company principles to include a segment or agenda item that specifically addresses an aspect of safety that relates to the department. This year to add consistency and ensure the company reaches high safety standards Team Sheeper has introduced a new position, Head of Safety and Operations which oversees all sites and safety related matters. This position was introduced in June 2024.

During 2024 the following safety meetings, training, and drills were conducted.

Month	Department	Topics	Attendees
January	Lifeguard	EAP Drill <ul style="list-style-type: none"> ○ Lifeguard Role ○ Understanding all staff roles ○ Drill and practice of water, land and Environmental EAP Secondary Assessment	42
	Front Desk	EAP and the front desk's role Camp Capacities and ratios for safety	15
	Swim School	Safety training on environmental concerns (sun, heat, cold) How to report safety concerns EAP and the swim instructor's role	5
	Renters	EAP Drill - Menlo Mavens, Solo Aquatics, PASA, and Revolutions in Fitness	7
February	Swim School	Pool Closure Protocol EAP and the swim instructor's role	5
	Front Desk	How to report Maintenance concerns and address them to keep the facility safe	8
	Lifeguard	CPR, Scanning, Swim Conditioning, In water rescue drills (active, passive and spinal scenarios)	14
March	Front Desk	Slips, Trips and Falls Prevention Strategies	10
	Swim School	Swim School Bench Safety	6



		Supporting swim instructors to keep their participants safe, in the correct level and following curriculum	
	Lifeguard	Scanning Updated Red Cross Curriculum for 2024	7
April	Front Desk	How to Respond to Violence at the Work Place or Threats of Violence	9
	Lifeguard	<ul style="list-style-type: none"> ● Multiple Rescuer CPR Drills <ul style="list-style-type: none"> ○ 2 person CPR ○ CPR w/ BVM ○ CPR w/ BVM and AED ○ Full Team Scenario ● Recovery Position ● Filing Incident Reports ● PPE ● Identifying and caring for Stroke Victims ● Physical Conditioning 	30
May	Front Desk	Missing Child Procedures	12
	Summer Camp and Swim School	Never turn your back on your swimmers in the water, your swimmers are your responsibility, how to work with lifeguards as a safety team, signs of distressed swimmers, Tier Response System, Breaks, Field Trip procedures, Taking Campers to the bathroom to maintain their safety and privacy and yours, incident/Injury Reports, Allergies, Free Swim Safety, Wristbands, Radio Etiquette and use in an emergency	120
June	All Departments	Summer Kick Off Training - Creating a safe work environment, HR policies, who and how to report concerns	119
	Front Desk	EAP- Land based emergency	12
	Lifeguard	<ul style="list-style-type: none"> ● Introduction of New Position - Head of Safety ● Lifeguard professionalism and legal requirements ● Being rescue ready <ul style="list-style-type: none"> ○ What is required in a hip pack at all times ○ Quick Checks (audit) ● Passive Victim Scenario Drills ● Crash Kit/Go Bag relocation Announcement and Training 	43



		<ul style="list-style-type: none"> • Proper Closing Procedures 	
July	Front Desk	Drowning Prevention, Pool Rules and how to help enforce them to keep patrons safe, double diaper policy for public health, lifejacket policy	12
	Lifeguard	Prevention and professionalism, accountability and rule enforcement, scanning and surveillance, early signs of drowning, swim conditioning, Passive submerged drills	58
August	Front Desk	Taking care of your mental health. New Head of Safety	13
	Lifeguard	Lifeguard to swimmer ratios for safe zones, donning and doffing gloves drill, new head of safety, response time trail/audit	39
September	Swim School	Safe student handling, how to maintain supervision on all students in class while supporting others in the water	15
	Lifeguard	Quick Checks, being rescue ready, outside auditor coming soon, seizure recognition and care drills, decision making and proactive lifeguarding, lifeguard station timed response audits for all fall/winter zones, extraction drills, conditioning swim	32
October	ALL	Anti-Harassment Training	86
	Lifeguard	CPR drill - Adult, scanning drill, rotations while maintaining scanning drill, lifeguard station response testing 2 pools 1 guard at Belle Haven, entries and approaches, active victim drills	44
	Front Desk	Environmental emergency protocol - Thunder lightning, smoke closures	9
November	Lifeguard	Rotation timing, slack control, ADA device training, being rescue ready in uniform, conditioning and rescue practice with warm clothes on	72
	Front Desk	Pool rules and supporting safety, swim test procedures	23

December	Lifeguard	Primary Assessments, Obstructed airway care (responsive and unresponsive), & Team CPR w/ AED & BVM (Full scenario drill)	45
	Front Desk	De-escalation and irate patron EAP	14

Material Changes

During the contracted period of 2024 there were no material changes made to the premises nor were there any material security incidents.





Executive Summary

Pursuant to the terms of the agreement between Team Sheeper and the City of Menlo Park, DKG Consultants was asked to perform a third-party review of Team Sheeper's financial records. Included in this review was an assessment of the internal controls within the Team Sheeper operation. Financial records from 2020 through 2024 were reviewed and analyzed, and the consultant had multiple communication exchanges with Team Sheeper CFO Carole Hayworth to gather information and ask questions. Based on the totality of the review, it is the opinion of the consultant that the financial statements for 2024 provided by Team Sheeper accurately reflect the financial performance of its Menlo Park operations.

Methodology

The review of the financials and operations of Team Sheeper (Sheeper) consisted of the following activities:

- Review of the agreement between the City of Menlo Park (City) and Sheeper.
- Analysis of the Sheeper financial statements (profit and loss) for calendar years 2020 through 2024.
- Review of payroll summary reports by activity for 2023 and 2024.
- Review of the Sheeper revenue reconciliation file (Xplore Recreation to Quickbooks).
- Review of the functionality of the Xplore Recreation (Xplore) system with Carole Hayworth.
- Multiple meetings/discussions/communications with Hayworth to clarify operating procedures and internal controls.

Sheeper Agreement

The current agreement between the City and Sheeper became effective on October 1, 2023, with an initial term of five years. Some of the key terms of the agreement as they relate to this financial review include:

- Sheeper is responsible for management and operations of the Burgess Aquatics Center (Burgess) and the Menlo Park Community Campus Aquatics Center, now known as the Belle Haven Pool (Belle Haven).
- Both facilities require year-round access to the public, seven days a week (excluding identified holidays), and operating at no less than 63 hours per week.
- The fees for programs at Burgess and Belle Haven are set in the City's Master Fee Schedule.
- Sheeper is responsible for the following expenses related to the operation and maintenance of the facilities:
 - Payroll and any labor-related costs
 - Insurance
 - The expense for a Certified Pool Operator, whether as an employee or contractor

- Supplies, uniforms, equipment, and materials used for programming
- Professional fees necessary for the operation of facility programming
- Specific maintenance as set forth in Section 4 of the agreement
- Sheeper is obligated to pay the City a percentage of the annual gross revenues from operations at Burgess and Belle Haven in the amount of 1% of resident-based gross revenues and 1.35% of non-resident-based gross revenues or \$20,000, whichever is greater.
- Sheeper is required, as requested by the City, to provide documentation to allow for a third-party review of its financial records. This review is solely limited to the operations at Burgess and Belle Haven and does not include any review of individual earnings or other private identifying information of individual employees.

Analysis of Financials

A five-year summary of the Sheeper profit and loss statements is below, with a detailed table of revenues and expenses from Sheeper’s annual profit and loss statements included as Attachment A.

	2020	2021	2022	2023	2024	Total
Total Revenue	\$1,913,785	\$2,101,777	\$2,138,262	\$2,357,151	\$2,722,383	\$11,233,358
Total Expenses	\$1,838,832	\$1,829,810	\$2,095,093	\$2,345,956	\$2,787,375	\$10,897,066
Profit/(Loss)	\$74,953	\$271,967	\$43,169	\$11,195	(\$64,992)	\$336,292
Percent Change - Revenues		9.8%	1.7%	10.2%	15.5%	42.3%
Percent Change - Expenses		-0.5%	14.5%	12.0%	18.8%	51.6%
Margin - Profit/(Loss) to Revenues	3.9%	12.9%	2.0%	0.5%	-2.4%	3.0%

Other than 2021, which is a challenging year to benchmark against as a result of operating adjustments required due to the COVID-19 pandemic, Sheeper’s annual profit and loss statements demonstrate the company operates at a relatively low margin, which has decreased over the analysis period. This includes an operating loss in 2024. Over the five-year period of the analysis, the growth in expenses has outpaced the growth in revenues, driving the reduction in profitability. Increases in expenses have been largely driven by increases in payroll costs, including increasing compensation costs to attract and retain staff, as well as additional resource needs due to the opening of the Belle Haven facility. Revenues have also increased, due primarily to increased demand for programming at Burgess and the new programming at Belle Haven.

Sheeper’s largest expense is staffing, which consists of salaried management staff and hourly non-management staff. Because staffing costs are such a large proportion of overall expenses, an analysis of employee compensation (not including employer-paid taxes) from 2023 and 2024 is below.

Employee Hours and Compensation	2023		2024		Percent Change	
	Hours	Dollars	Hours	Dollars	Hours	Dollars
Non-Belle Haven Direct Operations	49,251	\$1,717,330	54,238	\$1,846,148	10%	8%
New Belle Haven Operations	0	\$0	11,001	\$289,882		
Total	49,251	1,717,330	65,239	2,136,030	32%	24%
Cost Per Hour		\$34.87		\$32.74		-6%

There are two things that stand out from the year-over-year analysis of the cost of direct employee compensation for Sheeper:

1. Excluding the new Belle Haven operations, the hours worked by employees increased at a higher percentage than the aggregate cost of those employees, indicating that increased hours were focused on direct programming activities and were paid to employees at lower hourly rates.
2. The average aggregate cost per hour for employees went down 6% between 2023 and 2024, despite increased overall costs for employee compensation. This indicates that the increase in hours related to the Belle Haven operation was the result of direct programming and operations (hourly employees) and not increased overhead (typically salaried management employees).

Revenue Confirmation

Sheeper uses a reservation system called Xplore Recreation (Xplore). All reservations, with the exception of facility rentals, are run through Xplore. In addition to being a reservation system, Xplore is also an accounting system that interfaces with Sheeper's payment processing system. As an accounting system, Xplore has built-in controls to ensure transactions are recorded and tracked accurately. For instance, a transaction such as a class registration that has been paid for cannot be deleted from the system without creating an entry for the payment refund/credit. This creates a control against transactions occurring off the books.

As part of the review of Sheeper's revenues for 2024, Sheeper provided a document that included revenues booked against the General Ledger in Quickbooks, as well as the revenues recorded in Xplore. This was provided in an Excel spreadsheet; however, the consultant did witness Hayworth pull the annual revenue report directly from Xplore, and it matched the values in the Excel file that was provided. The consultant further witnessed the capabilities of Xplore, including being able to view every individual transaction recorded.

There was a discrepancy between the amount of revenue recorded in the General Ledger (2,722,383) and the amount recorded in a Xplore (\$2,536,456); however, Sheeper provided a reconciliation between the two numbers. The majority of the discrepancy was because facility rentals are currently not processed within Xplore. The other discrepancies were mainly small adjustments, such as making correcting entries for revenue that was charged to Palo Alto that should have gone to Menlo Park and vice versa. The discrepancies were reconcilable, explainable, and did not create concerns about the accuracy of the revenue reporting. Overall, the use of a relatively sophisticated system like Xplore should provide confidence that revenues are being tracked and recorded accurately.

Expense Confirmation

In 2024, payroll costs were nearly 83% of total expenses for the Sheeper operation, and thus, the focus of the review of expenses focused on payroll costs. Sheeper uses an automated payroll system for tracking and recording time. Hourly employees, which include the on-duty shift managers, clock in and clock out, which can be done via an app on their phone. As a control mechanism, the app is able to determine the location of the employee when clocking in and they are only able to complete that transaction if they are on site. Other managers, including the General Managers assigned to each Burgess and Belle Haven, are salaried and their time is allocated to Burgess and Belle Haven, as well as to Palo Alto if applicable, based on estimates of where their time is spent. 65% of CEO Tim Sheeper's time is allocated to Menlo Park operations, and 70% of CFO Carole Hayworth's time is allocated to Menlo Park operations. The Head of

the Front Desk Staff and the Manager of Customer Experience and Program Development are allocated 60% to Menlo Park operations. The Head of Safety, a new position, is allocated 66.7% to Menlo Park operations. The Manager and Assistant Manager of Youth Aquatics are 100% to Menlo Park operations in the offseason and 66.7% to Menlo Park in the summer.

While the allocations of personnel are based on estimates of time spent and benefit received at each of the facilities, it is important to note that Sheeper has no direct financial incentive to allocate a disproportionate amount of time to Menlo Park operations. Since the cost share with the City is based on gross revenues, the expense portion of Sheeper's profit and loss is not a factor. Further, based on the total Sheeper operation covering three pools (two in Menlo Park and one in Palo Alto), the allocations seem reasonable.

Other expenses outside of payroll appear reasonable. The next two largest amounts expended, fees for credit cards (5% of the total) and insurance (6% of the total), have increased significantly over the analysis period; however, that is not surprising and is a trend being seen throughout industries, including local governments.

Internal Controls

The internal controls environment within the Sheeper operation is strong, starting with the fact that they use automated systems to take registrations and record the corresponding revenue and to track and record employee payroll costs. These systems are designed to ensure transactions are recorded accurately and are not able to be manipulated. As noted previously, the Xplore registration system acts also as an accounting system by recording transactions in the dual-entry (debit and credit) method. This ensures accuracy and prevents manual manipulation. For instance, if someone registers for a program and pays for the program, the registration cannot be cancelled without a corresponding transaction to either refund or credit the registrant. Further, any program participant that pre-registers is required to create an account through Xplore, ensuring that these participants and their participation are tracked accurately over time. Walk-in customers are not required to register, although it is encouraged if they are going to participate frequently. If they opt not to register, they are required to provide an address each time they visit so they pay the appropriate rate (resident or non-resident). While it is possible in a program like open swim that a person could be allowed to participate without paying, Sheeper has no financial incentive to allow for this because it creates lost revenue, and there are other aspects of the controls environment that dissuade that type of activity. These controls include security cameras and the fact that there is always more than one person on site at any given time during operating hours.

Cash handling is generally a concern for any business, and Sheeper's operations are no exception. When there are cash transactions, there is a risk that not all transactions are properly recorded, as an employee inclined to do so could take a cash payment, allow the participant to participate, and not record the transaction and thus keep the money for themselves. Sheeper's internal controls have largely mitigated for this issue, as their systems are conducive to participant registrations and electronic pre-payment to minimize cash transactions. And while this does not necessarily fully prevent cash-related fraud, there are other factors that ultimately make this risk low and the financial exposure immaterial. These factors include the relatively low volume of cash handled at the operation, the fact that there is always more than one person on site at any given time, and the financial incentive for the Sheeper operation to ensure this activity is prevented.

The other revenue-related control that is relevant to the agreement with the City is the tracking of residents versus non-residents. Because the revenue share is higher for non-residents (1.35% versus 1.0%), it is important that the residence of the participants is accurately recorded during registration/walk-in. The registration system requires that an address be provided, and the system is linked to Menlo Park's internal GIS system to determine if the address provided is a City of Menlo Park address. This includes the ability to differentiate the people who have a Menlo Park address but are in areas of unincorporated County. The gap in the procedure, however, is a verification of the address provided as the participant's legitimate address. Sheeper does not require any sort of verification, such as presentation of a driver's license or utility bill. 2024 data showed that 54% of participants provided addresses that identified as residents and 46% provided addresses that identified as non-residents. Revenues for the last quarter of 2024, which was the first quarter in which the revenue share with the City applied, were split 51% resident and 49% non-resident. While the lack of address verification is a gap, there are a few considerations for the City:

- The resident/non-resident splits from 2024 do not on the surface suggest a significant issue with people using fake addresses to receive resident rates at aquatics programs.
- The cost to Sheeper to put in an address verification system would be high in relation to the expected benefit of capturing a small amount of additional revenue. Further, the City does not have a similar verification program in place for other recreation programs.
- The added benefit to Menlo Park would be minimal (0.35% marginal increase in revenue for accounts not able to be verified as residents).

On the expense side, with payroll being such a large percentage of total costs, the most significant risk Sheeper faces is with employee timecards. With an automated system that only allows hourly employees to be clocked in when they are physically on site, Sheeper has significantly mitigated this risk. Furthermore, timecards are reviewed for accuracy, both for the confirmation of hours worked and to what activities time is charged, which creates an additional level of oversight and approval.

For salaried employees who are paid at a set rate, the potential concern as it relates to the Menlo Park financials is the fact that if an employee splits time between Menlo Park and Palo Alto, the cost of their compensation is allocated between the two locations. These allocations are based on estimates considering time spent at each location and revenues. Sheeper management reviews the allocations regularly in an effort to ensure they are an accurate reflection of costs, and while allocation percentages between the two locations could be debated, the existing allocation amounts appear reasonable and accurate. Further, with the revenue share to the City being a function of gross revenues, any modifications to the allocation methodology would not result in any benefit to Menlo Park, nor does it create any financial incentives for Sheeper.

Profit and Loss Statements – 2020 to 2024

	2020 ¹	2021	2022	2023	2024	Total
Revenues						
Camps	\$263,883	\$374,091	\$433,472	\$429,205	\$456,191	\$1,956,842
Swim Lessons	\$432,083	\$315,769	\$345,667	\$561,478	\$869,534	\$2,524,531
Swim Bridge Program	\$0	\$37,689	\$167,756	\$189,029	\$204,130	\$598,604
Masters	\$0	\$0	\$254,814	\$257,683	\$285,369	\$797,866
Tennis Lessons	\$46,781	\$69,175	\$0	\$0	\$0	\$115,956
Lap Swim/Drop Ins	\$250,422	\$252,038	\$523,083	\$518,486	\$519,265	\$2,063,294
Memberships ²	\$610,623	\$653,961	\$0	\$0	\$0	\$1,264,584
Open Swim	\$17,866	\$61,562	\$87,922	\$131,005	\$192,568	\$490,923
Pro Shop	\$18,619	\$0	\$0	\$0	\$0	\$18,619
Rentals	\$174,902	\$241,772	\$130,031	\$124,605	\$134,482	\$805,792
Triathlon	\$0	\$0	\$72,132	\$66,169	\$0	\$138,301
Aquafit	\$0	\$0	\$38,512	\$42,782	\$52,218	\$133,512
Cerification Clinics	\$0	\$0	\$30,700	\$16,950	\$0	\$47,650
Other/Miscellaneous	\$26,057	\$13,070	\$54,173	\$19,759	\$8,626	\$121,685
Sponsorship/Subsidies ³	\$72,549	\$82,650	\$0	\$0	\$0	\$155,199
Total Revenue	\$1,913,785	\$2,101,777	\$2,138,262	\$2,357,151	\$2,722,383	\$11,233,358
Expenses						
Bank/Credit Card Fees	\$58,479	\$64,573	\$83,069	\$92,227	\$146,044	\$444,392
Cost of Goods Sold	\$12,064	\$0	\$0	\$0	\$0	\$12,064
Dues/Subscriptions	\$55,643	\$42,435	\$85,483	\$56,858	\$56,207	\$296,626
Facilities	\$16,887	\$11,090	\$0	\$10,374	\$0	\$38,351
Insurance	\$102,584	\$117,174	\$116,387	\$133,827	\$165,469	\$635,441
Licenses/Permits	\$6,889	\$9,340	\$0	\$0	\$0	\$16,229
Marketing/Promotion ⁴	\$64,175	\$72,277	\$6,800	\$8,664	\$14,674	\$166,590
Supplies	\$42,843	\$50,660	\$69,926	\$76,519	\$79,429	\$319,377
Payroll	\$1,407,975	\$1,384,378	\$1,660,248	\$1,885,433	\$2,280,119	\$8,618,153
Professional Fees	\$51,370	\$67,785	\$59,673	\$50,020	\$25,928	\$254,776
Phone/Internet ⁵	\$5,280	\$5,089	\$0	\$0	\$0	\$10,369
Other/Miscellaneous	\$3,859	\$5,009	\$13,507	\$32,034	\$13,237	\$67,646
Taxes	\$10,784	\$0	\$0	\$0	\$0	\$10,784
Revenue Share	\$0	\$0	\$0	\$0	\$6,268	\$6,268
Total Expenses	\$1,838,832	\$1,829,810	\$2,095,093	\$2,345,956	\$2,787,375	\$10,897,066
Profit/(Loss)	\$74,953	\$271,967	\$43,169	\$11,195	(\$64,992)	\$336,292

1 - 2020 value does not include Payroll Protection Plan loan from Federal Government (\$307,072).

2 - Memberships category was reclassified between Masters and Laps/Drop Ins starting in 2022.

3 - Reflects contributions from Facebook and Beyond Barriers Athletic Foundation (BBAF). BBAF contributions in 2022-2024 coded directly to Camp/Swim categories.

4 - 2020 and 2021 amount includes cost of marketing employee. Cost reclassified to a payroll cost starting in 2022.

5 - Moved into the Miscellaneous category in 2022.

RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
INCREASING AQUATICS FEES IN THE MASTER FEE SCDEULE**

WHEREAS, the City has the authority to impose fees, charges, and rates to offset the costs for municipal services and regulatory programs under its police powers under California Constitution Article XI §7; and

WHEREAS, the City Council has, through prior actions, adopted various fees and charges requested by individual City departments; and

WHEREAS, pursuant to Ordinance No. 1113, adopted on Feb. 27, 2024, the City Council amended and adopted a fee schedule for the City of Menlo Park's aquatics programs and directed that additional aquatics fee amendments be made within the subsequent year; and

WHEREAS, the City Council deems it advisable and in the best interests of the City to adopt and update fees related to the City's aquatics facilities, included in the City's Master Fee Schedule; and

WHEREAS, the City Council may adopt aquatics fees or charges by resolution; and

WHEREAS, pursuant to Government Code §66016, the data required to be made available to the public prior to increasing the amount of the fees by this resolution was made available for public review at least ten (10) days prior to the date of this meeting; and

WHEREAS, notice of a public hearing on the new and increased user fees was published in accordance with Government Code §§66018 and 6062a; and

WHEREAS, a duly noticed public hearing before the City Council was held on March 11, 2025, at which public testimony was received and duly considered on the proposed fees.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Menlo Park, hereby modifies the Master Fee Schedule to increase some aquatics related fees are more particularly set forth in Exhibit A, attached hereto and incorporated herein by this reference.

EFFECTIVE DATE: Said modifications to the Master Fee Schedule, set forth in Exhibit A, shall become effective April 1, 2025.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eleventh day of March, 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of March, 2025.

Judi A. Herren, City Clerk

Exhibits:

A. Master fee schedule adjustments to aquatics fees effective April 1, 202

Library and Community Services – Aquatics

Master Fee Schedule Aquatics Related Fees, Including Modified Fees Effective April 1, 2025:

Library and Community Services – aquatics fees		
Fee title	Current fee April 1, 2024	Proposed new fee effective April 1, 2025
Memberships		
Lap and open swim (per month)		
General resident	\$65	\$70
General non-resident	\$72	\$77
Senior resident	\$52	\$52
Senior non-resident	\$61	\$64
Hyperlocal resident*	\$42	\$42
Masters (per month)		
General resident	\$114	\$117
General non-resident	\$125	\$130
Senior resident	\$91	\$91
Senior non-resident	\$100	\$102
Hyperlocal resident*	\$74	\$74
Aqua fit (per month)		
General resident	\$88	\$92
General non-resident	\$97	\$104
Senior resident	\$70	\$70
Senior non-resident	\$77	\$81
Hyperlocal resident*	\$57	\$57
Drop-In		
Lap swim (per visit)		
General resident	\$9	\$10
General non-resident	\$10	\$11
Senior resident	\$8	\$8
Senior non-resident	\$9	\$9
Hyperlocal resident*	\$6	\$6
Open swim (per visit)		

Library and Community Services – aquatics fees		
Fee title	Current fee April 1, 2024	Proposed new fee effective April 1, 2025
General resident	\$9	\$10
General non-resident	\$10	\$11
General hyperlocal resident*	\$6	\$6
Child resident	\$5	\$5
Child non-resident	\$6	\$6
Child hyperlocal resident*	\$3	\$3
Family resident	\$24	\$24
Family non-resident	\$28	\$28
Family hyperlocal resident*	\$16	\$16
Spectator resident	\$3	\$3
Spectator non-resident	\$5	\$5
Masters (per visit)		
General resident	\$20	\$21
General non-resident	\$22	\$24
Hyperlocal resident*	\$13	\$13
Aqua fit (per session)		
General resident	\$20	\$21
General non-resident	\$22	\$24
Hyperlocal resident*	\$13	\$13
Bundle discount		
Register for one aquatics program, and the same registrant may be eligible to register for a second program up to 50% off select programs.	Varies	Varies
Swim Lessons		
Swim lessons (per ½ hour)		
Group lessons - resident	\$29	\$32
Group lessons - non-resident	\$32	\$35
Group lessons - hyperlocal resident*	\$19	\$19
Private lessons - resident	\$79	\$83
Private lessons - non-resident	\$87	\$92
Private lessons - hyperlocal resident*	\$51	\$51

Library and Community Services – aquatics fees		
Fee title	Current fee April 1, 2024	Proposed new fee effective April 1, 2025
Fee-assisted scholarship (residents only)	\$5	\$5
Youth Bridge Program		
Youth bridge program (per ¾ hour)		
Youth bridge program - resident	\$24	\$26
Youth bridge program - non-resident	\$26	\$29
Youth bridge program - hyperlocal resident*	\$16	\$16
Youth Camps		
Youth camps (per hour)		
Youth camps - resident	\$23	\$23
Youth camps - non-resident	\$25	\$25
Youth camps - hyperlocal resident*	\$15	\$15
Group Programming		
Group programming (per hour)		
Group programming - resident	\$24	\$26
Group programming - non-resident	\$26	\$30
Group programming - hyperlocal resident*	\$16	\$16
Subcontractor Lane Rental		
Subcontractor lane rental (per hour per lane)		
Subcontractor lane rental - nonprofit	\$15	\$20
Subcontractor lane rental – commercial	\$15	\$24

*The hyperlocal fee rate applies to residents who live or attend K-12 school within the neighborhood service area of the Belle Haven Community Campus.

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

ATTACHMENT D



Amendment #:

AMENDMENT TO CITY OF MENLO PARK BURGESS AQUATICS CENTER AND MENLO PARK COMMUNITY CAMPUS AQUATICS CENTER POOL MANAGEMENT AND OPERATIONS AGREEMENT

THIS FIRST AMENDMENT to that certain agreement entitled "City of Menlo Park Burgess Aquatics Center and Menlo Park Community Campus Aquatics Center Pool Management and Operations Agreement" (entered into on October 1, 2023, and approved by the Menlo Park City Council on September 12, 2023) is made and entered into this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and TEAM SHEEPER, INC., a California S Corporation, hereinafter referred to as "FIRST PARTY."

1. Section 4.J.(1), SERVICES AND OPERATIONS BY OPERATOR – OPERATING HOURS AND PROGRAM SCHEDULE of Agreement No. 4257, ("Agreement"), is hereby amended as set forth below (additions in underline, deletions in ~~striketrough~~):

J. Operating Hours and Program Schedule.

1) Operator shall operate Burgess Pool and MPCC Pool for public access year-round, seven days per week, no fewer than 63 hours per week at each location, subject to the with the following exceptions: that

i. Operator may elect to close either pool on the following major holidays, at Operator's discretion: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Easter Sunday, Veterans Day, Thanksgiving Day, and the week of December 24 through December 31 inclusive.

ii. Qualifying shortfall. If Operator's quarterly financial reports show that Operator's quarterly operating expenses at MPCC Pool exceed Operator's quarterly gross revenues at MPCC Pool for two consecutive financial quarters ("Qualifying Shortfall"), Operator may operate MPCC Pool for fewer than 63 hours per week subject to the following conditions:

a. Operator shall give City notice of the Qualifying Shortfall and its intention to operate MPCC Pool for fewer than 63 hours per week within fifteen (15) days after the close of the second consecutive financial quarter of the Qualifying Shortfall.

b. Following receipt of said notice, City shall have thirty (30) days to review Operator's quarterly financial reports and confirm the Qualifying Shortfall.

c. If City confirms a Qualifying Shortfall, City shall immediately inform Operator in writing of such confirmation and Operator may begin operating the MPCC Pool for fewer than 63 hours per week seven days after providing notice to MPCC Pool members of such reduction in operating hours.

d. During such time as MPCC Pool is operated fewer than 63 hours per week, Operator shall continue to operate MPCC Pool a minimum seven days per week, four hours per day, year-round.

iii. At such time that Operator's quarterly financial reports show that Operator's quarterly gross revenues at MPCC Pool exceed Operator's operating expenses at MPCC Pool for two consecutive financial quarters, Operator shall immediately begin operating MPCC Pool a minimum of 42 hours per week.

iv. Reinstatement. At such time that Operator's quarterly financial reports show that Operator's quarterly gross revenues at MPCC Pool exceed Operator's operating expenses at MPCC Pool for three consecutive financial quarters, Operator shall resume operating MPCC Pool year-round, seven days per week, no fewer than 63 hours per week.

v. At all times, Operator shall continue to set the MPCC Pool schedule in consultation with CITY pursuant to this Agreement.

2. Section 10, REVENUE SHARE of the Agreement is hereby amended as set forth below (additions in underline, deletions in ~~striketrough~~):

10. Revenue Share.

Operator shall annually pay to the City a percentage of Operator’s annual gross revenues as more specifically set forth below.

A) 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.

B) For purposes of this Section, “Resident-Based Annual Gross Revenues” shall mean all fees, monies, and/or remuneration paid by visitors, patrons, guests, facility renters, registrants, team members, and/or users of the Premises who are verified residents of incorporated City of Menlo Park.

C) For purposes of this Section, “Non-Resident-Based Annual Gross Revenues” shall mean all fees, monies and/or remuneration paid by visitors, patrons, guests, facility renters, registrants, team members, and/or users of the Premises who are not verified residents of incorporated City of Menlo Park.

D) Excepting the first ~~42~~ 24 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.

The annual revenue share shall be paid to the City by March 15 of each year for the preceding calendar year’s annual gross revenues, not including Operator’s annual gross revenues received prior to this Agreement’s effective date.

3. Exhibit C.1. SCHEDULE TEMPLATE – HOURS OF OPERATION of the Agreement is hereby amended as set forth below (additions in underline, deletions in ~~strikethrough~~):

1. HOURS OF OPERATION. 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, and subject to the exceptions set forth in Section 4(J)(1) of this Agreement. 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.

~~Projected Hours of Operation at Burgess Aquatics Center and Menlo Park Community Campus Aquatics Center:~~

Season	Weekdays	Saturdays	Sundays
Summer	6am to 8pm	6am to 5pm	6am to 5pm
Non-Summer	6am to 8pm	6am to 4pm	7am to 4pm

Except as modified by this Amendment, all other terms and conditions of Agreement No. 4257 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

CITY OF MENLO PARK BURGESS AQUATICS CENTER AND MENLO PARK COMMUNITY CAMPUS AQUATICS CENTER POOL MANAGEMENT AND OPERATIONS AGREEMENT

THIS Agreement is entered into as of October 1, 2023 (the "Effective Date") between the CITY OF MENLO PARK, a municipal corporation ("City"), and Team Sheeper, Inc. ("Operator"), also individually "Party" and collectively "Parties."

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, City hereby grants to Operator the exclusive right to manage and operate the Burgess Aquatics Center and Menlo Park Community Campus Aquatics Center, subject to the following terms and conditions.

1. RECITALS

- A. City owns two aquatics centers: Burgess Aquatics Center located at 501 Laurel St., Menlo Park, CA 94025, and Menlo Park Community Campus ("MPCC") Aquatics Center located at 100 Terminal Ave., Menlo Park, CA 94025; City anticipates opening the MPCC in late spring or early summer 2024.
- B. Operator is experienced in the management, operation, and supervision of swimming pools and swimming facilities.
- C. City desires to engage Operator to manage and operate the two aquatics centers and facilities.
- D. Team Sheeper, Inc. is a California "S Corporation" that is in the business of operation and management of swimming pool facilities.
- E. The Parties desire to set forth in this Agreement the terms and conditions under which the Operator shall act as the operator and manager of the Burgess Aquatics Center and MPCC Aquatics Center and facilities.

Now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Operator agree as follows:

2. PREMISES

The "Premises" as that term is used herein include the Burgess Aquatics Center ("Burgess Pool") and the Menlo Park Community Campus Aquatics Center ("MPCC Pool"), as more particularly described below:

- A. Burgess Pool, located at 501 Laurel St. in Menlo Park, CA, consists of the lap pool, instructional pool, toddler activity pool, pool deck, offices, restrooms, locker rooms, showers, lawn area, pool mechanical room, lobby, and all associated areas more particularly depicted and shown in Exhibit A, attached hereto and incorporated herein by this reference.
- B. MPCC Pool, is, as of the effective date of this agreement, under construction and upon completion will be located at 100 Terminal Ave. in Menlo Park, CA, and consists of the lap pool, instructional pool, splash pad, pool deck, outdoor seating areas, offices, restrooms, locker rooms, showers, pool mechanical room, and all associated areas more particularly depicted and shown in Exhibit B, attached hereto and incorporated herein by this reference.

3. TERM

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.

4. SERVICES AND OPERATIONS BY OPERATOR

Except as otherwise provided herein, Operator shall direct, supervise, manage, and maintain the Premises, and develop and implement policies and procedures to facilitate the efficient operation of the Premises in compliance with this Agreement and all reasonable directions of the City, and in a manner that is comparable to or above the standard of care that is reasonable and acceptable for public pool and aquatics operators.

In addition to all requirements set forth in this Agreement, Operator shall be responsible for the following:

- A. Employees. Operator shall hire, administer, and manage employees for the Premises. Such employees shall be employed and retained by Operator in the Operator's sole discretion. The compensation and related expenses for such employees shall be solely paid for and borne by the Operator. All employees shall be employees of the Operator and shall not be City employees, contractors, or volunteers. Unless expressly provided in this Agreement, the City shall not interfere with or participate in the hiring, supervision or discipline of Operator employees or prospects.
- 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. Operator shall ensure that all non-employees (i.e., vendors, volunteers, etc.), who work with or have contact with minors to be fingerprinted at their own expense.
- C. Records. Operator shall keep or cause to be kept suitable books of control and account as provided in this Agreement according to the Financial Accounting Standards Board (FASB) Generally Accepted Accounting Principles (GAAP).

Operator shall keep true and accurate books and records showing all income and expenses and business transactions in connection with the Premises in separate records of account in a manner reasonably acceptable to City, and City shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records including profit and loss statements.

Operator shall pay the costs of all financial statements required by the City under this Agreement.

- D. Operator Operation Obligations. Except as specified in Section 9 – Expenses of Premises, Operator shall maintain or cause to be maintained the Premises and common areas thereof, external and internal, in good and clean condition and repair comparable to the industry standard found at other swimming pools and sports facilities in Northern California and the San Mateo County region, including but not limited to consistency with applicable state and local standards and regulations including but not limited to: California Code of Regulations Title 22; California Health and Safety Code, Division 104; California Building Code Title 24, Divisions I and II; and San Mateo County Environmental Health Services rules, regulations, and inspections. Operator shall be responsible for complying with the City-Owned Improvements and Equipment and Maintenance Schedule attached hereto and incorporated by reference herein as Exhibit F. Exhibit F – City-Owned Improvements and Equipment and Maintenance Schedule – may be modified from time to time by mutual written consent of the City Manager or their designee and Operator.
 - 1) Operator shall be responsible for the following maintenance obligations:
 - (a) Operator shall be responsible to maintain chemical rooms, provide daily aquatics inspections/maintenance and oversee the facility management.

- (b) Operator shall be responsible for providing incidental facility supplies such as, but not limited to office supplies, paper towels, trash and recycling receptacles, cleaning supplies, mats, carpeting.
 - (c) Operator shall maintain standard operating procedure manuals and maintenance records and logs, which records shall consist of daily pool and chemical log and checklists for routine maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annually, and annually).
 - (d) If any maintenance or repair work requires immediate emergency attention, Operator may engage a preferred City vendor directly after obtaining consent from the City Staff Liaison or their designee to proceed with emergency maintenance and/or repair work, which consent will not be unreasonably withheld. Operator shall be reimbursed by the City for any costs incurred by Operator in addressing the immediate/emergency maintain/repair work. In the event that Operator's cannot make contact with City Staff Liaison or designee within 24 hours of first attempt to make contact, and as a result Operator cannot obtain authorization to make repairs in the time of an emergency, and the failure to act may result in serious and significant damage to the facilities or bodily injury, Operator in its reasonable discretion may, after notifying Menlo Park Police Dispatch of the time, place, and nature of the emergency, engage a preferred City vendor directly and without prior consent, and, in such circumstances, shall be reimbursed by the City for any reasonable costs incurred by Operator in addressing the immediate/emergency maintenance/repair work.
 - (e) If the Premises or equipment are damaged due to the willful misconduct or negligence of Operator, its employees, subcontractors, or program participants, Operator shall be responsible for any necessary repair or replacement of such damage at Operator's sole cost and expense.
 - (f) Operator shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises, without the prior written consent of City, not to be unreasonably delayed or withheld. All improvements or alterations constructed or installed shall be removed and the Premises restored to substantially the same condition existing prior to such construction or installation, upon the termination of this Agreement, unless the prior written approval of City is secured, allowing such improvements or alterations to remain in place, in which case, title thereto shall vest in City.
- E. Security. Operator shall establish and maintain procedures adequate to ensure the security of the premises including any merchandise, equipment and materials stored at the Premises.
 - F. Compliance with City's Obligations. Operator shall operate the Premises in compliance with all terms and conditions of any ground lease, space lease, mortgage, deed of trust, or other security instrument affecting the Premises, if any, of which Operator has knowledge. Operator shall not make any payments on account of any ground lease, space lease, mortgage, deed of trust, or other security instrument affecting the Premises, unless specifically instructed to do so by City.
 - G. Notice and Cooperation in Legal Proceedings. City and Operator shall each give prompt notice to the other of the commencement of any action, suit, or other legal proceeding against City or the Operator with respect to the operations of the Premises or otherwise affecting the Premises. Operator shall fully cooperate in connection with the prosecution of defense of all legal proceedings affecting the Premises.
 - H. Program Offerings. Operator shall work with City to enhance recreational program offerings at the Premises.
 - I. Lifeguards and Training.
 - 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.

- 2) Operator shall ensure that lifeguards obtain training and maintain required licensing and certifications at all times during employment by Operator. Lifeguards shall meet or exceed the lifeguard certification standards set by the American Red Cross.
- 3) At least one lead/management staff member must be on duty and on the Premises at all operational times who shall have the experience and training to make operational decisions, support customer needs, manage customer issues and respond to incidents and emergencies.

J. Operating Hours and Program Schedule.

- 1) Operator shall operate Burgess Pool and MPCC Pool for public access year-round, seven days per week, no fewer than 63 hours per week at each location with the exception that Operator may elect to close either pool on the following major holidays, at Operator's discretion: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Easter Sunday, Veterans Day, Thanksgiving Day, and the week of December 24 through December 31 inclusive.
- 2) Operator shall operate Burgess Pool and MPCC Pool in a manner reasonably consistent with the hours and operating schedules for each pool more specifically set forth in Exhibit C – Schedule Template. Operator shall notify the City at least two weeks in advance of any changes to the hours and operating schedules.
- 3) Operator shall operate Burgess Pool and MPCC Pool programming which includes minimum hours of operation and a general description of programs. Said program descriptions shall be agreed upon by the City Manager and Operator no later than the effective date of this agreement, and shall be incorporated into this Agreement as Exhibit D. Any changes to the program schedule set forth in Exhibit D shall be approved by the City Manager or their designee prior to the Operator implementing any such programming changes. City reserves the right to request to meet and confer with Operator prior to Operator implementing any schedule changes, and Operator must comply with any such request to meet and confer with City staff. City shall not unreasonably withhold approval of such programming changes. Operator shall have the sole discretion to create its schedule in accordance with the hours of operation, general description of programs, and other applicable criteria set forth in this Agreement and its Exhibits.
- 4) The Parties specifically agree that Operator shall accommodate the SOLO swim team's use of Burgess Pool in accordance with the schedule and terms set forth in Exhibit G – SOLO Schedule and Terms.

K. Noise. Except in the event of an emergency, Operator shall not use any amplified sound, whistles, bullhorns, music, etc., before 8:00 a.m., and/or after 8:00 p.m. during any day of operation. Additionally, Operator shall be subject to the City's noise ordinance and regulations and shall not utilize any amplified sounds, whistles, bullhorns, music, etc. that violates said ordinance and regulations. In order to minimize impacts of major events on residents of the surrounding neighborhoods, Operator will notify the City at least 21 days in advance of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhoods in advance of such events.

L. General Services. In addition to the above, Operator will be responsible for providing all services at the Premises including, at a minimum, the following services and activities:

- 1) Supervise and control the reservation process.
- 2) Collect and deposit all daily revenues, including, but not limited to, user fees, merchandise sales, facility rentals, lessons, tournaments, and gift certificate sales.
- 3) Accommodate City use of the Premises in a reasonable manner for non-traditional events including but not limited to permitted film activity, expositions, and conferences, on reasonable notice and as accommodated by Operator's current schedule.
- 4) Provide diverse swim programming as well as other recreational type activities that meet with the City's vision and priorities, including but not limited to the programming described in this Agreement and its Exhibits.

- 5) Attend meetings, as requested on reasonable notice, with the City to discuss and/or provide updates on matters related to the Premises.
 - 6) Work cooperatively and collaboratively with the City to provide a positive experience for all users.
 - 7) Clean and maintain the Premises in a manner such that it is attractive to guests and the public.
- M. Cooperation with Lender. If at any time during the Term, City enters into a financing agreement for either of the Pools or the Premises pursuant to which City grants one or more lenders a lien on the Premises or a security interest in some or all of the income generated by the Premises, Operator shall cooperate in all respects as reasonably necessary to consummate such financing and comply with the terms and conditions thereof. Without limiting the generality of the forgoing, Operator shall, if requested by City, (a) execute and deliver such documentation (e.g. estoppel certificate and/or lender consent and recognition agreement) as may be reasonably requested by the lender(s), (b) create and maintain such lockbox and/or disbursement accounts as may be required pursuant to the financing agreement, and (c) deposit funds into and disburse funds from such accounts in accordance with the requirements of the financing agreements. Under no circumstances shall the City, its lenders or other creditors place any lien, adverse claim, or other security interest against Operator assets nor shall Operator be required to execute any document that would create any lien, adverse claim, or other security interest against Operator assets.
- N. Suggestion/Complaint Procedures. Operator agrees to install, maintain and operate the following suggestions-complaint procedure for Premises. Operator shall post and keep posted on a bulletin board at or near the entrance to the Premises, the following notice:

“Your feedback is important. Any suggestions or complaints may be presented verbally to the manager on duty, or by dropping a written comment in the suggestion box, or by letter to [Operator’s postal address], or by sending an email to [Operator’s email address], or by calling [Operator’s phone number]. If you are not satisfied for any reason, your suggestion or complaint will be relayed in writing to the City Manager, 701 Laurel St., Menlo Park, CA 94025.”

Both City and Operator shall in good faith endeavor to respond positively and favorably to such suggestions and complaints in a timely manner.

- O. General Management Responsibilities. Operator shall provide such direction, supervision, professional management, and in-house consulting staff services as may be necessary or desirable to operate the Premises in a manner at least equal to that which is usual and customary in the operation of other properties of substantially comparable location, class, size, and standing, and Operator shall provide such services for the Premises as are consistent with the Premises’ size and facilities. Subject to any specified limitations set forth in this Agreement, Operator shall have control and discretion in the management and operation of the Premises and the provision of the services described in this Agreement.
- P. City Access to Premises. Operator shall provide City access to the Premises at reasonable hours and, except in the event of an emergency, on reasonable prior notice, to (a) inspect the Premises; (b) determine whether Operator is complying with all obligations under this Agreement; (c) post notices of nonresponsibility; and (d) make repairs or perform maintenance required of City by this Agreement, make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises. All such work shall be done as promptly as reasonably possible, cause as little interference to Operator as reasonably possible and City shall restore all areas to their prior condition promptly after completion of the work. Subject to City’s undertakings in the previous sentence and except to the extent that Section 15’s liquidated damages provisions apply, Operator waives any damage claims for inconvenience to or interference with Operator’s business or loss of occupancy or quiet enjoyment of the Premises caused by City’s entry. At all times City shall have a key with which to unlock the doors in and to the Operator, excluding Operator’s vaults,

safes, and similar areas designated as secure areas in writing by Operator in advance. In an emergency, City shall have the right to use any means that City deems proper to open Operator's doors and enter the Premises. Entry to the Premises by City in an emergency shall not be construed as a forcible or unlawful entry. For purposes of clarity, nothing in this Section shall change, limit, or in any way diminish Operator's entitlement to liquidated damages under Section 15 of this Agreement.

5. RESIDENT USE, INCLUSION, ACCESS, AND ANTI-DISCRIMINATION

- A. 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.
- B. Operator shall provide to City staff semi-annual visitor reports showing the residence addresses of all pool visitors during the report period, including all the aquatics programs in which each visitor participated, including programs provided by subcontractors, 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 ("Resident Use Target"). City is responsible for verifying addresses as incorporated City of Menlo Park, using City's geographic information systems.
- C. Operator understands and agrees that it must comply with applicable civil rights laws and regulations, and the City requires compliance with civil rights statutes, including compliance nondiscrimination laws which prohibit discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and prohibit: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity.

6. LICENSING AND LEASING OF PREMISES

Operator may not license, lease, or sublease or grant any real property interest to another individual or without the prior written consent of the City Manager, which consent may require an allocation between the City and Operator of the gross revenue from such licensure. Any license agreement, lease, or sublease for use of the Premises shall be subject to the terms of this Agreement.

7. QUALIFIED PERSONNEL

Operator shall provide adequate qualified personnel to maintain safe and effective aquatics operations at Premises during all hours of operation, including:

- A. Employing personnel with the required qualifications and certifications appropriate for each position.
- B. Assigning sufficient qualified staffing to maintain safe and effective operations at City aquatics facilities.
- C. Maintaining reasonable evidence and documentation of its hiring practices, background checks, certifications, and training, including documentation of pre-service/employment orientation, on-the-job training, regular in-service training, and certification training for each employee.
- D. Seeking City approval prior to engaging or terminating the services of subcontractors or other parties not directly employed by Operator to deliver aquatics programs and/or services in City aquatics facilities.

- E. All persons employed or utilized in connection with the operation of the Premises, including relatives and minors, age of thirteen and above, with valid work permits and employed under the strict guidelines of California Child Labor laws, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Operator. Operator shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement. Operator acknowledges and agrees that Operator's employees will not be eligible for any City employee benefits and, to the extent Operator's employees otherwise would be eligible for any City employee benefits of any kind but for the express terms of this Agreement, Operator (on behalf of itself and its employees) hereby expressly declines to participate in such City employee benefits of any kind.
- F. Operator shall ensure that all employees who supervise minors meet the provisions of Public Resources Code, Section 5164, that Operator will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted at Operator's expense, on initial employment. Operator will receive updates about Operator's employees via Livescan throughout the employment which will be paid for by Operator. Operator shall ensure that all non-employees (i.e., vendors, volunteers, etc.), who work with or have contact with minors to be fingerprinted at their own expense. Livescan fingerprinting service is available at the Menlo Park Police Department. Operator shall file with the City a certificate showing that within the last four years, every person employed in the Operator's programs with minors has been examined and has been found to be free of communicable tuberculosis, all in accordance with the provisions of Public Resources Code, Section 5164.

8. AQUATICS USER FEES

For purposes of this Section "aquatics user fees" includes but is not limited to fees, monies and/or remuneration paid by visitors, patrons, guests, facility renters, registrants, team members, and/or users of the Premises.

Effective no later than six (6) months after the effective date of this Agreement, Operator shall charge and impose aquatics user fees as set forth in the City of Menlo Park Master Fee Schedule, as it may be amended from time to time. Any desired changes to aquatics user fees, must be approved by amendment to the City's Master Fee Schedule prior to implementation. Until such a time as the City of Menlo Park Master Fee Schedule is updated to include aquatics user fees, Operator shall charge and impose user fees per the fee schedule and criteria set forth in Exhibit E – Aquatics User Fees.

Resident swim passes and/or swim memberships shall be valid at both aquatics center locations.

9. EXPENSES OF PREMISES

- A. Except as set forth in Section 4 of this Agreement, City shall be responsible for all expenses related to capital improvements and useful life of the Premises and approved by City. Such expenses shall include without limitation the following:
 - 1) City shall be responsible to maintain and repair City Owned Improvements and Equipment as that term is defined in and more specifically set forth in Exhibit F – City-Owned Improvements and Equipment and Maintenance Schedule.
 - 2) If in the course of operating the Premises, Operator identifies any City-owned equipment, facilities or portion thereof in need of maintenance or repair, Operator shall notify the City Staff Liaison or their designee as soon as possible and the City shall be responsible for performing the necessary maintenance or repair work without undue delay. If any maintenance or repair work requires immediate emergency attention, Operator may engage a preferred City contractor directly after obtaining consent from the City Staff Liaison or their designee. Operator shall be reimbursed by the City for any costs incurred

by Operator in addressing the immediate/emergency maintain/repair work. In the event that Operator's attempts to contact a City Staff Liaison or designee to authorize repairs in the time of an emergency are unsuccessful, and the failure to act may result in damage to the facilities or in bodily injury, Operator in its reasonable discretion may, after notifying Menlo Park Police Dispatch of the time, place, and nature of the emergency, engage a preferred City vendor directly and without prior consent, and, in such circumstances, shall be reimbursed by the City for any reasonable costs incurred by Operator in addressing the immediate/emergency maintain/repair work. If the Premises, facilities, or equipment are damaged due to the willful misconduct or negligence of Operator, its employees, subcontractors, or program participants, Operator is responsible for any necessary repair or replacement of such damage at Operator's sole cost and expense.

- 3) City shall provide and be billed directly for all necessary pool chemicals.
 - 4) City shall be responsible for environmental costs related to the storage of chemicals, hazardous materials, etc.
 - 5) City shall provide, without cost to Operator, all utilities necessary to operate the Premises for the purposes identified in this Agreement, including water, sewer, stormwater, electricity, gas, telephone, and internet. Operator shall modify operations to comply with any conservation requirements imposed by any utility operator. Operator shall consult with and obtain City approval prior to making any operational changes that would impact utility costs and regulatory compliance.
 - 6) City shall provide janitorial services at the Premises. The scope of janitorial services is more specifically described and set forth in Exhibit F – City-Owned Improvements and Equipment and Maintenance Schedule.
 - 7) Maintenance and service contracts for the Premises.
 - 8) Property/school/personal property/business/environmental taxes.
- B. In addition to Operator's maintenance obligations set forth in Section 4 of this Agreement, the City shall not be responsible for the following services and/or expenses, which expenses shall be the responsibility of Operator. Such expenses shall include without limitation the following:
- 1) Payroll (including taxes, fees, and benefits) and any other labor related costs and expenses, including without limitation full or part-time on-site personnel of Operator;
 - 2) Insurance – worker's compensation, property, employers liability, commercial general liability, and excess liability;
 - 3) Operator shall employ or contract for a Certified Pool Operator. Operator shall maintain standard operation procedure manuals and maintenance records and logs. These records will include: daily pool and chemical log and checklists for routine maintenance (daily, weekly, monthly, quarterly, biannually, and annually).
 - 4) Supplies, uniforms, equipment, materials used in the Premises for programming;
 - 5) Professional fees – direct out-of-pocket costs incurred for matters related to the operations of programming.

10. REVENUE SHARE

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 programs and operations that take place in whole or in part at Premises.

For purposes of this Section, "Resident-Based Annual Gross Revenues" shall mean all fees, monies, and/or remuneration paid by visitors, patrons, guests, facility renters, registrants, team members, and/or users of the Premises who are verified residents of incorporated City of Menlo Park.

For purposes of this Section, "Non-Resident-Based Annual Gross Revenues" shall mean all fees, monies and/or remuneration paid by visitors, patrons, guests, facility renters, registrants, team members, and/or users of the Premises who are not verified residents of incorporated City of Menlo Park.

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. The annual revenue share shall be paid to the City by March 15 of each year for the preceding calendar year's annual gross revenues, not including Operator's annual gross revenues received prior to this Agreement's effective date.

11. 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.

12. TERMINATION

A. Termination for Convenience

- 1) Operator may terminate this Agreement for convenience and without cause with 120 days advance written notice to the other party, if notice is given on a date between July 1 and December 31 of any given year.
- 2) Operator may terminate this Agreement for convenience and without cause with 180 days advance written notice if notice is given on a date between January 1 and June 30 of any given year.
- 3) Termination by City for Cause. This Agreement may be terminated by City at any time during the term upon written notice to Operator for any of the causes set forth in this Section or for any Default as that term is defined and described in Section 25 of this Agreement. Such termination shall be effective no sooner than thirty (30) days after notice or upon such later date of termination as may be stated in City's notice.

The following shall constitute grounds for termination by City for cause: (1) If Operator fails to observe or perform any of its obligations under this Agreement, and such failure continues for thirty (30) days after written notice thereof has been given by City to Operator and operator fails to cure its failure to perform within said thirty (30) day period; (2) If Operator suspends or discontinues business; (3) If Operator Defaults, as that term is defined and described in Section 25 of this Agreement.

B. Upon termination of this Agreement for Cause,

- 1) Operator shall, after thirty (30) day notice or other period as set forth in Section 12.A(3) above, surrender possession of the Premises and all improvements and equipment thereon, including but not limited to, City-Owned Improvements and Equipment to City, and shall discontinue all services, unless the City directs otherwise.
- 2) City may take possession of the Premises as the agent and on account of Operator, and if it so elects may license or rent the whole or any part of the Premises for the balance or any part of the term of this Agreement and retain any license fees received and apply the same in payment on account of Operator. The performance of any or all of said acts by City shall not release Operator from the full and strict compliance with all of the terms, conditions and

covenants of this Agreement on Operator's part and Operator shall pay any deficiency that may exist. Notwithstanding the foregoing, Operator shall only pay or be liable for deficiencies caused by or Operator prior to City taking possession of the Premises.

- 3) Operator shall deliver to City any and all reports, estimates, summaries, financial documents, and such other information and materials as may have been accumulated or produced by Operator in performing work under this agreement at the time of termination, that are required to be produced to the City under this Agreement, whether completed or in process.

13. REPORTING AND AUDITING

- A. Separate Reporting for Each Aquatics Center. All obligations under this Section shall apply to the MPCC Pool and Burgess Pool, and Operator shall keep separate accounts, books, and records for each of the two pools and facilities comprising the Premises.
- B. Books and Records. Operator shall keep accounts, books, and records of the Premises relating to Operator's responsibilities, Premises income statements, Premises revenue, and Premises expenditures according to Generally Accepted Accounting Principles. Such accounts, books, and records shall be available for inspection with 5 days' notice at any time. Upon the effective date of any termination of this Agreement, copies of accounts, books, and records shall be made available to City for inspection.

Operator shall maintain all required records for three years following the creation of any such record.

- C. Reports and Reconciliation of Premises Accounts.
 - 1) Quarterly Financial Reports. Each quarter Operator will provide City with the following detailed reports
 - (a) Income Statements – quarterly income statements including current quarter and year-to-date actual financial P&L. Appropriate descriptions of any significant monthly or year-to-date variances of revenue, expenses, net income, and/or earnings before interest, taxes, depreciation, and amortization (“EBITDA”).
 - (b) Premises Expenses – report of all expenses paid by Operator the previous quarter; a comparison of the current quarter and year-to-date account of actual expenses.
 - (c) Premises Revenue – report of all revenue collected each quarter
 - (d) Additional Reports – a written report describing any material changes in the Premises which occurred during the previous year or are anticipated to occur in the coming year; any material security incidents or material changes to security protocol; event recap and evaluation with suggested changes to protocols.
 - 2) Annual Program Performance Reports. Each quarter Operator will provide City with the following detailed program reports:
 - (a) Total program hours with detailed schedules of individual programs including lane hours, times of day, days of week, and by season.
 - (b) Participation statistics by program area including Menlo Park resident and non-resident use, as defined and described in Sections 4 and 5 of this Agreement and its related Exhibits.
 - 3) Annual Program Performance Reports. Operator shall provide annual performance reports to City no later than February 28 of each year. Operator will coordinate with City staff to present operator's annual performance report to City Council no later than March 31 of each year. Annual Program Performance Reports shall include the following:
 - (a) Community satisfaction survey results, as administered and compiled by City with input from Operator, and provided by City to Operator no later than January 10 of each year.
 - (b) User group feedback by program area.
 - (c) Pool schedule and allocation by program for previous year and projections to the upcoming year.

- (d) User fees collected by program area, including fees paid by Menlo Park residents and non-residents, as defined and described in Sections 5, 8, and 10 of this Agreement and its related Exhibits.
 - (e) Fee comparison to other public pools in the region.
 - (f) Annual audits and reviews demonstrating standards of care are met.
 - (g) Risk management documentation.
 - (h) Training certifications listed by staff member.
 - (i) Emergency Action Plan, as defined and described in Section 22 of this Agreement.
 - (j) Incident reports of any rescues, injuries, emergencies, criminal activity, accidents, or other events that occurred at Premises. Incident reports shall be provided to City staff contemporaneously as well as compiled in annual reports.
 - (k) Operator shall maintain reasonable evidence and documentation of this information and have these records accessible to the City at any time following 10 days written notice.
- 4) Annual Safety Report. Operator shall provide City with an annual safety report. Safety meetings and Premises safety drills shall be conducted and documented within the annual report.
- 5) Periodic Reports. Operator shall furnish City reports regarding on-site physical inspections and operating reviews; and a current inventory of all property and equipment in connection with the Premises. The inventory shall be submitted to City no later than February 28 each calendar year.
- D. Third party review of financial records. 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.
- E. Other Reports and Statements. Operator shall furnish to City, as promptly as practicable, such other reports, statements, and other information with respect to the operation of the Premises as City may reasonably request from time to time.
- 1) Contracts and Other Agreements. City shall maintain at the Premises one copy of all contracts, warranties, equipment leases, maintenance agreements, and all other agreements relating to the Premises. Duplicate copies, which may be in electronic form, of all such documents shall be forwarded by City to Operator immediately upon execution.
 - 2) Final Accounting. Operator shall deliver to City a final Profit and Loss statement for the Premises within 60 days of termination of this Agreement.
 - 3) Inspections. City and its representatives reserve the right to inspect the Operator's records identified in this contract from time to time relating to the Premises. Operator shall cooperate with City and its representatives in exercising such rights.
 - 4) Certification. Operator shall certify that each financial statement is true, correct, and complete in all material respects.

14. WAIVER OF CONSEQUENTIAL DAMAGES

City shall not be liable to Operator and Operator shall not be liable to City for any consequential damages incurred by either party due to the fault of the other, regardless of: the nature of this fault; or whether it was committed by City or Operator, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

15. LIQUIDATED DAMAGES

Notwithstanding Section 14 (Waiver of Consequential Damages), in the event of (a) an unplanned and/or unforeseen closure of Burgess Pool and/or MPCC Pool 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, or (b) any planned Closure of Burgess Pool and/or MPCC Pool of five (5) consecutive days or more to allow the City to perform any repairs or maintenance that is the obligation of the City under this Agreement, or (c) any planned closure of Burgess Pool and/or MPCC Pool of five (5) consecutive calendar days or more to allow the City to perform capital improvements to City property, provided that at least forty-five (45) days advance written notice is provided to Operator of the date and nature of the capital improvements to be made ("Unplanned and/or Planned Closure"), the City shall compensate Operator for Liquidated Damages. Liquidated Damages shall be (1) an amount equal to 1/28 of Operator's total monthly gross payroll including payroll taxes from the previous year and corresponding month for each day of facility full closure after the fifth calendar day, if the closure occurs from September through May, or (2) If the closure occurs anytime from June 1 through August 31, the City shall compensate Operator an amount equal to 1/28 of Operators total monthly gross revenues from the previous year and corresponding month for each day of full facility closure after the fifth calendar day. For purposes of this Section, "1/28 of Operator's total monthly gross payroll from the previous year and month" shall mean 1/28 of the same month in the previous calendar year's gross payroll including payroll taxes from the previous year and corresponding month, paid solely for aquatics operations at the pool at which the failure of City Owned Improvements and Equipment has occurred ("Liquidated Damages"). Notwithstanding the foregoing, where Unplanned and/or Planned Closures exceed fifteen (15) days in any calendar year, City shall compensate Operator for Liquidated Damages regardless of whether any such fifteen days were consecutive calendar days. In no event shall City compensate Operator for Liquidated Damages in excess of 28 days.

In the event of unplanned and/or unforeseen simultaneous closures of both aquatics centers for more than five (5) consecutive business days, aquatics users who hold valid swim passes and/or swim memberships at the time of said closures shall be eligible to receive pro-rated refunds and/or account credits corresponding to the applicable membership/swim pass fees and the duration of said closures. Any such refunds and/or account credits shall be provided at Operator's sole expense.

Neither of the Parties shall hold the other responsible for damages or delay caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other, or the other's employees and agents.

16. INSURANCE

- A. Operator shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the Operator's coverage to include the contractual liability assumed by the Operator pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the City, at the address shown in Section 9, of any pending cancellation of the policy. Operator shall notify City of any pending change to the policy. All certificates shall be filed with the City.
 - 1) Workers' compensation and employer's liability insurance: Operator shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the Operator makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement."

- 2) Commercial General Liability ("CGL"): Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$3 million per occurrence. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - 3) Worker's Compensation: As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Operator shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective officials, officers, employees, agents, and representatives.
 - 4) Commercial Automobile Liability: For all of Operator's automobiles including owned, hired, and non-owned automobiles, Operator shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - 5) Employment Practices (EPLI): Employment liability insurance reasonably consistent with the size and scope of the facility's operations.
 - 6) Causes of Loss - Special Form Property Insurance: Operator shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all Operator's insurable property, related to the allowed uses of the property under this contract or the premises in an amount to cover the replacement cost.
 - 7) Sexual Abuse & Molestation: Operator shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- C. City and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for workers' compensation).
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by City.

17. INDEMNIFICATION

To the fullest extent permitted by law, Operator shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Operator or its sub-Operators), expense and liability of every kind, nature and description that arise from or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Operators or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (1) Operator's performance of Services under this Agreement, or any part thereof; (2) any negligent act or omission of Operator, any sub-Operator, anyone directly or indirectly employed by them, or anyone that they control; (3) any actual or alleged infringement of the patent rights, copyright, trade secret, trade name, trademark, service

mark or any other intellectual or proprietary right of any person or persons in consequence of the use by City, or any other Indemnitee, of articles or Services to be supplied in the performance of this Agreement; or (4) any breach of this Agreement (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. The foregoing shall be subject to the limitations of California Civil Code Section 2782.8 as to any design professional services performed by Operator and in particular the limitation on Operator's duty to defend whereby such duty only arises for claims relating to the negligence, recklessness or willful misconduct of Operator as well as the limitation on the cost to defend whereby Operator will only bear such cost in proportion to Operator's proportionate percentage of fault (except as otherwise provided in Section 2782.8). The foregoing indemnification provisions will not reduce or affect other rights or obligations which would otherwise exist in favor of the City and other Indemnitees. Operator shall place in any sub-consulting agreements and cause its sub-Operators to agree to indemnities and insurance obligations in favor of City and other Indemnitees in the exact form and substance of those contained in this Agreement.

To the fullest extent permitted by law, City shall defend (with legal counsel reasonably acceptable to Operator), indemnify and hold harmless Operator and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of City or its sub-contractors), expense and liability of every kind, nature and description that arise from or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert providers or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (1) City's performance of Services under this Agreement, or any part thereof; (2) any negligent act or omission of City, any sub-contractor, anyone directly or indirectly employed by them, or anyone that they control; (3) any actual or alleged infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual or proprietary right of any person or persons in consequence of the use by Operator, or any other Indemnitee, of articles or Services to be supplied in the performance of this Agreement; or (4) any breach of this Agreement (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. The foregoing shall be subject to the limitations of California Civil Code Section 2782.8 as to any design professional services performed by City and in particular the limitation on City's duty to defend whereby such duty only arises for claims relating to the negligence, recklessness or willful misconduct of City as well as the limitation on the cost to defend whereby City will only bear such cost in proportion to City's proportionate percentage of fault (except as otherwise provided in Section 2782.8). The foregoing indemnification provisions will not reduce or affect other rights or obligations which would otherwise exist in favor of the Operator and other Indemnitees. City shall place in any sub-consulting agreements and cause its sub-contractors to agree to indemnities and insurance obligations in favor of Operator and other Indemnitees in the exact form and substance of those contained in this Agreement.

18. PROMOTIONAL MATERIALS

- A. Operator may place advertising banners, sandwich boards, and/or other promotional signage on Premises, provided that authorization approval is provided in advance in writing by City Staff Liaison.
- B. Operator shall coordinate with City Staff Liaison to include aquatics programs and schedules on City promotional materials in formats and venues of the City's choosing.
- C. City reserves the right to place advertising banners, sandwich boards, and any other signage on Premises at City's discretion.

19. COMPLIANCE WITH LAWS

It shall be the responsibility of Operator to comply with all Local, State and Federal regulations and laws applicable to the work and services provided pursuant to this agreement.

20. HEALTH & SAFETY

Operator shall maintain health and safety standards and associated training records in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance to City standards and applicable regulatory agencies. These standards include but are not limited to:

- A. Employee Injury and Illness Prevention Plan
- B. Hazardous Materials Communications and Business Plan
- C. Bloodborne Pathogens and Biohazardous Exposure Control Plan
- D. Hazard Communication (labeling & MSDS management)
- E. Hearing Conservation
- F. Lifting and Fall Prevention/Protection (Equipment)
- G. Electrical Safety Plan
- H. Lockout, Tagout Equipment Specific Procedures
- I. Emergency Action Planning/Drills
- J. First Aid/CPR/AED
- K. Heat Illness and Sun Protection
- L. Confined Spaces/Entry Equipment
- M. Chemical Storage/Spill Response/Cleanup
- N. Fire Extinguisher
- O. Personal Protective Equipment
- P. Recreational Waterborne Illnesses (RWI's)
- Q. Signage/Labeling
- R. Keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

21. RISK MANAGEMENT

Operator shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by Operator. Operator shall manage its risk by demonstrating proficiency in the following areas:

- A. Emergency Action Plan - staff training plan, drills conducted, emergency equipment and communication process.
- B. Facilities & Equipment - inspection, maintenance, and checklists.
- C. Supervision - quality, quantity, lesson plans and progression.
- D. Training - requirements and appropriate staff.
- E. Documentation - manuals, waivers, medical screening, skills screening, risk information provided to public, policies and evaluations.

22. EMERGENCY ACTION PLAN & PROCEDURES

Operator shall create and maintain emergency procedures and emergency action plans for the Premises. An Emergency Action Plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of Regulations, Sections 3220 and 3221. The Emergency Action Plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all employees, including administration and line level employees, which shall use the plan in order to reduce the severity of emergency situations and minimize the risk to life and property. The Emergency Action Plan shall be updated at least annually and included in Operator's annual performance reports to City.

23. RELATIONSHIP OF PARTIES

- A. Representations and Warranties.

- 1) Operator's Authority. Operator represents and warrants that Operator has full power, authority, and legal right to execute, deliver, and perform this Agreement.
 - 2) City's Authority. City represents and warrants that City has full power, authority, and legal right to execute, deliver, and perform this Agreement.
- B. Operator as Independent Contractor. In taking any action pursuant to this Agreement, Operator shall be acting solely as an independent contractor and nothing in this Agreement, express or implied, shall be construed as creating a partnership, joint venture, employer-employee or principal-agent relationship between Operator and City, or any other relationship between the Parties hereto except that of property owner and independent contractor.
- C. Except as otherwise expressly limited by other provisions of this Agreement, Operator has and shall retain the right to exercise full control and supervision of the operation of the Premises, and full control over the employment, direction, compensation, and discharge of all persons assisting Operator in the operation of the facility under this Agreement. Operator shall be solely responsible for all matters, and shall be solely responsible for Operator's own acts and those of subordinates and employees. Neither Operator, nor any agent or employee of Operator, has authority to enter into contracts that bind the City or create obligations on the part of the City without the prior written authorization of the City. Nothing in the Agreement shall create any contractual relationship between City and subcontractor of Operator nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
- D. No Partnership Formed. City is not, and shall not in any way or for any purpose become, an agent, partner, or joint venturer of Operator in its business or otherwise.
- E. Confidentiality. Except as necessary to enforce the terms of this Agreement, as reasonably required to perform the obligations and operations under this Agreement, or as otherwise required by law, Operator and City shall maintain the confidentiality of all matters pertaining to this Agreement and all operations and transactions relating to the Facility. Any information obtained by City pursuant to the provisions of this Agreement shall be treated as confidential, except in any proceedings between the Parties hereto, and except further that City may divulge such information to a lender and/or to any person as required by law. The City is subject to the California Public Records Act and if required by the California Public Records Act may disclose certain information. The Parties may disclose the terms of this Agreement: (i) to a court pursuant to subpoena or order; (ii) to taxing authorities or accounting professionals as necessary to comply with any statute; (iii) as otherwise required by law or in the performance of duties required under this Agreement; (iv) to prospective insurers; and (v) to any other person or entity upon written consent of the party adverse to them in this Agreement. Further, the Parties agree they will not make any statements or engage in any action or conduct which will damage or disparage the name, business, or reputation of the Parties, whether such disparagement is undertaken unilaterally or in response to questions or solicitations by others, except by compulsion or a court of competent jurisdiction.
- F. Conflict of Interest. Operator warrants and covenants that no official or employee of City nor any business entity in which an official or employee of City is interested; (1) has been employed or retained to solicit or aid in the procuring of this Agreement; (2) will be employed in the performance of this Agreement. In the event City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of City, Operator, upon request of City, shall terminate such employment immediately. Nothing in this Section shall prohibit the City and Operator from cross-marketing or jointly marketing programs, classes, and other events with City departments.
- G. Non-Solicitation. City agrees that during the term and for a period of twelve (12) months following the expiration or termination of this Agreement, City shall not directly or indirectly solicit, hire, or offer to hire or employ any Operator Employee (as defined below) to work in or in connection with the Premises without Operator's approval which approval shall not be unreasonably withheld. "Operator Employee" means any management-level employee of

Operator involved in the management of the Premises (including without limitation the Premises manager).

24. ASSIGNMENT AND SUBLETTING

- A. The Parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Operator, and its members who submitted the Proposal, namely Tim Sheeper. Operator shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Operator's interest in the Agreement or in the Premises, without City's prior written consent, which may be granted or denied in City's discretion which shall not be unreasonably withheld. The merger of Operator with any other entity or the transfer of any controlling or managing ownership or beneficial interest in Operator, or the assignment of a substantial portion of the assets of Operator, whether or not located at the Premises, shall constitute an assignment hereunder. Nothing in this Agreement prohibits Operator from contracting for services at the Premises. Examples of these include but are not limited to, food concessionaire, instructors, training etc. Any limitations on the assignment or subletting in this Section 24 shall not apply in the event of the death, incapacity or marital dissolution of Tim Sheeper.
- B. If Operator desires to assign this Agreement or sublet any or all of the Premises, Operator shall give City written notice thereof with copies of all related documents and agreements associated with the assignment, including without limitation, the name and address of the proposed assignee, the nature of the business proposed to be carried on by the proposed assignee or subtenant, and such financial statements of any proposed assignee or subtenant as City may reasonably require not later than forty five (45) days prior to the anticipated effective date of the assignment or sublease. City shall have a period of thirty (30) days following receipt of such notice and all related documents and agreements to notify Operator in writing of City' approval or disapproval of the proposed assignment or sublease. If City fails to notify Operator in writing of such election, City shall be deemed to have disapproved such assignment or subletting.

25. DEFAULT

The occurrence of any one or more of the following events shall constitute a material default ("Default") of this Agreement by Operator:

- A. Except in the event of acts of God, accidents, local health orders, and/or disaster events beyond the control of the Operator, or the Operator's employees and agents, the abandonment, vacation, or discontinuance of operations at the Premises for more than three business days unless discontinuance of operations has been previously approved by the City in writing.
- B. The failure of Operator to make any payment required to be made by Operator hereunder, after fourteen (14) days' written notice from City of non-payment The interest of Operator in the Agreement is assigned or transferred, passes to or devolves upon, by operation of law or otherwise, any other person, firm, or corporation without the prior written consent of the City, except as provided in Section 24 above.
- C. The failure to maintain the Premises and the improvements constructed thereon in a state of repair required by this Agreement, and in a clean, sanitary, and safe condition consistent with similar pools in Northern California, where such failure continues for more than fifteen (15) days after written notice from the City for correction thereof. Nothing herein shall prohibit the City from requiring that safety and health conditions shall be corrected in accordance with the requirements of the Uniform Building Code or Uniform Fire Code, as may be adopted by the City from time to time. The City acknowledges that it is responsible for certain equipment and maintenance at the Premises as more specifically set forth in Exhibit F, and any failings in areas of City's responsibility to maintain the Premises, as defined in Exhibit F, shall not constitute a default.
- D. Deterioration of service for any period which materially and adversely affects the operation or service required to be performed by Operator under the Agreement, including but not limited

to the specific terms and conditions set forth in Sections 4, 7, 16, 19, 20, 21 and 24 of this Agreement, and which is not corrected within thirty (30) days after written notice from the City for correction thereof. The failure of Operator to be in compliance with local, state and federal law, where such failure continues for more than fifteen (15) days after written notice from the City for correction thereof.

- E. The filing of a voluntary petition in bankruptcy by Operator, the adjudication of Operator as bankrupt, the appointment of any receiver of Operator's assets, the making of a general assignment for the benefit of creditors, and/or a petition or answer seeking a reorganization of Operator under the federal bankruptcy laws or any other federal or state laws.
- F. Operator's intentional misrepresentation of facts in its required forms, documents, and submittals required as part of this Agreement or in the submittals in the solicitation and selection of an Operator to perform the services under this Agreement.
- G. The filing of any lien or stop notice on account of Operator where such lien/notice is not removed or enjoined and/or a bond for satisfaction of such lien is not posted within ten (10) days.
- H. The failure of Operator to operate in the manner required by this Agreement, or Operator's breach of or default under any provision of this Agreement not otherwise specified above in this Section 25 (Default), where such failure or default continues for more than thirty (30) days after written notice from the City to correct the condition specified.

26. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by City shall not constitute nor be deemed a release of responsibility and liability of Operator or its sub-consultants and/or subcontractors for the accuracy and competency of the Operator's aquatics programs and work, nor shall its approval be deemed to be an assumption of such responsibility by City for any defect in services and/or programs by Operator or its sub-consultants and/or subcontractors.

27. ENTIRE AGREEMENT

This Agreement is intended by the Parties as the complete and final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the Parties with respect to the subject matter hereof. No amendment to this Agreement shall be enforceable unless in writing and signed by all parties.

28. AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

29. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the State of California. San Mateo County, California shall be the venue for all disputes arising from this Agreement and the Parties consent to the jurisdiction of the courts of the State of California.

30. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

31. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service.

Notices required to be given to City shall be addressed as follows:

City Manager
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6610
Email jicmurphy@menlopark.gov

Notices required to be given to Operator shall be addressed as follows:

Tim Sheeper
Team Sheeper, Inc.
501 Laurel St.
Menlo Park, CA 94025
Phone 650-504-1114
Email tim@teamsheeper.com

Provided that any Party may change such address by notice, in writing, to the other Party and thereafter notices shall be addressed and transmitted to the new address.

32. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

SIGNATURE PAGE TO FOLLOW

CITY OF MENLO PARK

DocuSigned by:
Justin Murphy
By: _____
8379C4D5DD3E486...

Justin I.C. Murphy, City Manager

Approved as to Form:

DocuSigned by:
Nira F. Doherty
By: _____
44FFE23C8E6B458...

City Attorney

Nira F. Doherty, City Attorney

ATTEST:

DocuSigned by:
Judi A. Herren
By: _____
39280A20D0BE491...

Judi A. Herren, City Clerk

TEAM SHEEPER, INC

501 Laurel Street
Menlo Park, CA 94025

DocuSigned by:
Tim Sheeper
By: _____
09FDB12D95194EC...

Tim Sheeper, Chief Executive Officer

Approved as to Form:

DocuSigned by:
Albert Flor, Jr.
By: _____
21D492A5C88C4D3...

Attorney for Team Sheeper

LIST OF EXHIBITS

- A. PREMISES – BURGESS POOL
- B. PREMISES – MPCC AQUATICS CENTER
- C. SCHEDULE TEMPLATE
- D. PROGRAM DESCRIPTIONS
- E. AQUATICS USER FEES
- F. CITY-OWNED IMPROVEMENTS AND EQUIPMENT AND MAINTENANCE SCHEDULE
- G. SOLO SCHEDULE AND TERMS

EXHIBIT A – PREMISES – BURGESS POOL

EXHIBIT A - PREMISES - BURGESS POOL

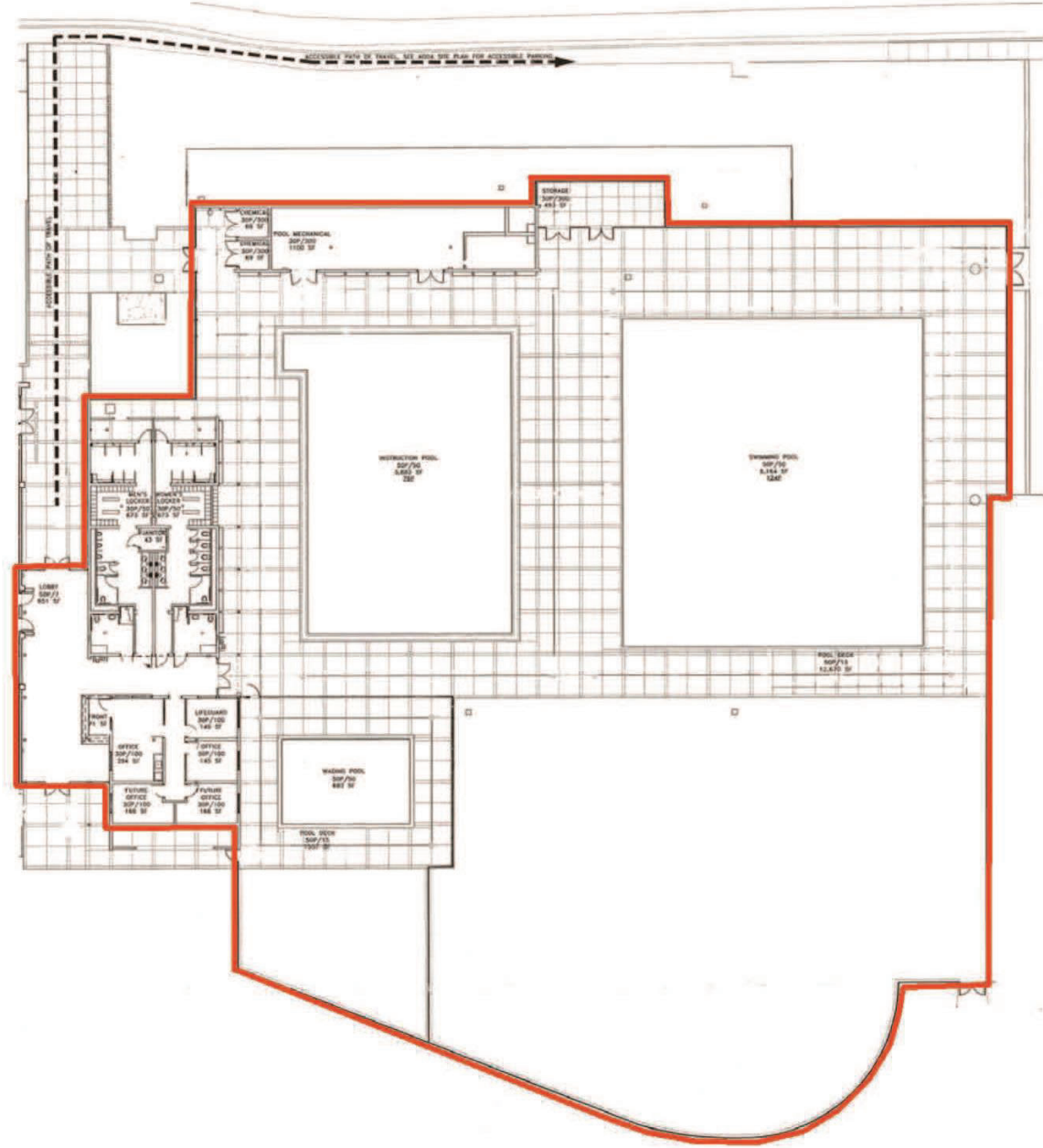


EXHIBIT B – PREMISES – MPCC AQUATICS CENTER

EXHIBIT B – PREMISES – MPCC AQUATICS CENTER

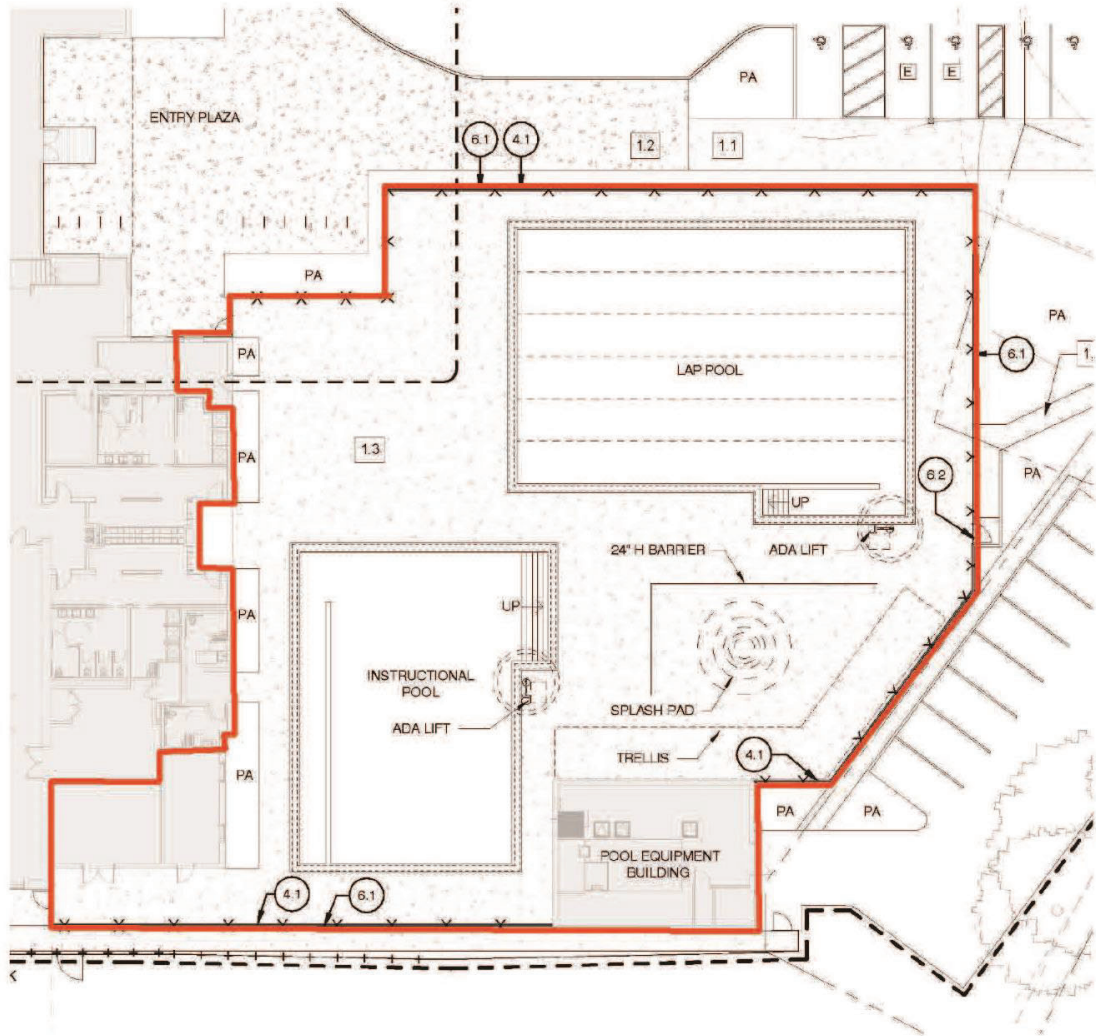


EXHIBIT C – SCHEDULE TEMPLATE

City and Operator agree that operating hours and schedules of aquatics programs may vary from season to season and/or from time to time as community needs and circumstances may change over time. The Parties agree that Operator shall notify the City at least two weeks in advance of any substantive changes to the hours and operating schedules.

1. HOURS OF OPERATION. 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.

Projected Hours of Operation at Burgess Aquatics Center and Menlo Park Community Campus Aquatics Center:

Season	Weekdays	Saturdays	Sundays
Summer	6am to 8pm	6am to 5pm	6am to 5pm
Non-Summer	6am to 8pm	6am to 4pm	7am to 4pm

2. AQUATICS SCHEDULE TEMPLATE. The Schedule Template shows proportions of lane space/lane hours for each activity for each pool during different seasons. The Schedule Template is intended to apply to both locations (Burgess Aquatics Center and Menlo Park Community Campus Aquatics Center), so that aquatics programs are comparable or equivalent 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. Including but not limited to:

- Family recreation/ Open swim
- Splash pad/ Baby pool
- Lap swim
- Swim instruction
- Water exercise/ Water wellness
- Masters adult swim
- Adult water polo
- Youth water polo
- Swim team
- Lifeguard instruction

AQUATICS SCHEDULE TEMPLATE

Program	Goal	Pool	Timing	Space	Season
Family Recreation/Open Swim	Max availability during summer, non-summer weekends/weekday evenings	Instructional	Mid day to closing in summer, non summer weekends and weekday evenings	Summer:3 to 6 lanes; Non summer: 2 to 4 lanes	Year round-although demand increases exponentially during summer
Splash Pad/Baby Pool	Summer and non-summer weekends/weekday evenings	Splash pad/baby pool	Mid day to closing in summer, non summer weekends and weekday evenings	Full	Late spring/Summer/Early fall
Lap Swim	Max availability during all business hours	Both	Opening to closing	Anywhere from 3 lanes to 14 lanes; expands and contracts sharing with other programming	Year round - sharing by season with water exercise, lessons, open swim in instructional pool
Swim Instruction	Priority usage with maximum engagement year round	Instructional	Mid morning, after school hours, weekend mornings	1 to 4 lanes	Year round - expanded in summer within swim camps
Water Exercise/Water Wellness	Serve large number of adults in deep and shallow water for vertical movement	Instructional	Early to mid morning	2 to 4 lanes	Year round sharing with lessons in summer
Masters Adult Swim	Serve large number of adult swimmers year round mostly daily mornings	Competition	Early mornings and some weekday noon	7 to 8 lanes	Year round always sharing with lap swim
Youth Swim Teams	Serve large number of youth swimmers year round on weekdays	Competition	After school hours on weekdays until closing	7 to 8 lanes	Year round sharing with lap swim, except none in August
Adult Water Polo	Serve large number of adult players	Competition	Early morning weekend hours	8 lanes	Year round sharing with Lap swimming all year
Youth Water Polo	Serve large number of youth players, beginner or intermediate	Competition	After school hours or weekday evenings	6-8 lanes	Year round may share with laps
Lifeguard Instruction	Train and develop pool lifeguards	Competition	Monthly on weekends	2 to 4 lanes	Year round shares with laps

Total Lanes Per Pool

Burgess Competition-11

Burgess Instructional-6

MPCC-Competition-6

MPCC Instructional-3

EXHIBIT D – PROGRAM DESCRIPTIONS

Program descriptions apply to all City-owned aquatics centers unless otherwise specified.

Lap Swim – Operator shall dedicate lanes to lap swimming in the performance pool and/or instructional pool seven days per week year-round with lifeguards on duty at all times. Operator may observe circle swimming when there are more than two swimmers per lane.

Open swim / Family recreational swim - Open swim shall be offered seven days per week during the summer season, and weekends during the off season. Instructional pool shall offer no fewer than two lanes dedicated to open swim 7 days per week during the summer season. The Burgess wading pool shall be open to the community every day during the summer season. The MPCC splash pad shall be open to the community every day during the summer season.

Youth Swim Lessons – Operator shall provide group and private lessons year-round to build water safety skills for young swimmers as young as 6 months old through adulthood. Curriculum will teach swimmers skills with clear progressions at each level, aiming to be safe swimmers with proper technique. By the end of the four main levels, students will have learned Freestyle, Backstroke, Breaststroke, and Butterfly, and will be able to swim 25 yards independently. Once students graduate from the Swim School, they have the available option to try out for the Bridge Youth Swim Team.

Adult Swim Lessons – Operator may provide group and private swim lessons for adults of varying ability levels from beginner to advanced for ages 19 and up. Adults come to swimming from vastly different backgrounds, strengths and looking to achieve different goals. Instructors will work with each student to reach their individual swim goals whether it is just to be water safe, or join a Masters team.

Water Babies Swim Lessons

Operator shall offer free introductory classes for young children aged 6 months to 18 months while being held in-water by a parent/caregiver under the supervision of a trained swim instructor. The purpose of the program is for families to bond and begin to understand the wonders of water.

Bridge Youth Program - The Bridge Swim Youth program is designed for beginner youth swimmers with limited to no swim team experience (Ages 5-10). Swim team practices will focus on competency in all 4 competitive strokes and working in a team/group environment. This program may feature some assistance from local high school swimmers.

Swim camp – Designed to help youth learn to swim and develop swim skills through daily, level-appropriate lessons from qualified swim instructors. A child's swim level is assessed on the first day of camp, and campers with similar abilities are grouped together. In addition to swim instruction, campers have daily swim-related workouts, free swim, time for land and camp games, crafts, and a snack.

Youth Lifeguard training – Youth lessons designed to teach aspiring lifeguards and swimmers how to save lives on land and in water. Learn rescue skills, communication skills, strength training and fitness.

Water Exercise - Aqua Fit classes use the natural resistive forces of water to strengthen both muscles and the cardiovascular system.

Water therapy – Operator shall provide daily structured therapy and water fitness classes, and ample time for unstructured/passive recreation time for the senior population to utilize the warm water instructional pool. Program to focus on strength and conditioning program for seniors and others working to improve their condition in conjunction with the on-site fitness center.

Community Days – Open house events in which residents are invited to experience the various aquatics programs and services offered. Events may include swim demonstrations, visits from professional swimmers, and free admission. Other features may include food, special programs, prize drawing, games, and related festivities. Community days to be produced at intervals of 6 months.

Masters Swim – Aimed at developing healthy competition and community. Welcomes swimmers of all abilities, age 18 and up, who are interested in regular structured workouts. Previous experience in competitive swimming is not necessary.

EXHIBIT E – AQUATICS USER FEES

1. **RESIDENT PRIORITIZATION.** Residents of incorporated Menlo Park receive priority access to City-owned aquatics facilities through discounted user fees. Non-resident fees typically are 135% of the corresponding resident fees unless otherwise indicated. Memberships include access to all City-owned aquatics facilities. Fees apply to all City-owned aquatics facilities. Operator shall provide to City staff semi-annual visitor reports showing the verified 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 verified numbers of residents and non-residents actively using each program at Premises, and this information shall be provided by pool site, and by each pool/aquatics feature within each site. Operator and City mutually agree to a target of 2/3 (66.7%) or more pool visitors shall be verified incorporated City of Menlo Park residents.

2. **AQUATICS USER FEES.** Effective no later than six (6) months after the effective date of this Agreement, Operator shall charge and impose aquatics user fees as set forth in the City of Menlo Park Master Fee Schedule. 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 following fee schedule:

Program	Monthly		Single / Drop in		Child	
	Resident	Non-resident	Resident	Non-resident	Resident	Non-resident
Laps	65	72	9	10	NA	NA
Open	NA	NA	9	10	5	6
Open/Family	NA	NA	28	32	NA	NA
Masters	109	119	20	22	NA	NA
Aquafit	75	83	20	22	NA	NA
Lessons Group	NA	NA	29	32	29	32
Lessons Private	NA	NA	79	84	79	84

3. **ANALYSIS OF COMPARABLE FEES IN OTHER AREA AQUATICS PROGRAMS.** Annually when considering fee increases, Operator and City shall jointly conduct a comparative analysis of user fees in other area aquatics programs. The comparative fee analysis shall include but not be limited to the following information: Pricing for Residents/Non Residents by program area; Employee compensation and rates. Operator and City mutually acknowledge and agree that:

- The high cost of living in the Menlo Park area can present challenges for prospective aquatics employees who desire to live and work in the Menlo Park area
- Competitive compensation is important to recruit and retain qualified staff to consistently deliver safe, effective, high-quality aquatics programs
- Aquatics user fees exist in a competitive marketplace with multiple options available to aquatics users
- Menlo Park desires to deliver a high-quality aquatics experience to users
- Maintaining affordability and accessibility to all Menlo Park residents is a top priority
- Operator shall reduce and/or remove barriers to entry for City residents who are most vulnerable, including children and families who reside in low-income households, seniors, and people with disabilities.
- Every Menlo Park resident child has meaningful access to effective water safety instruction at City aquatics centers regardless of their family's ability to pay user fees, and operator shall provide these services to individuals or families who cannot afford the market rate fees.

4. **MEANINGFUL ACCESS TO CITY-OWNED AQUATICS PROGRAMS.** Operator shall provide meaningful access to effective water safety instruction for Menlo Park resident children at City aquatics centers regardless of their family's ability to pay user fees. Operator shall continue to provide meaningful access to City-owned aquatics programs to income-qualified Menlo Park residents through fee-assisted user rates as noted elsewhere in this Exhibit. Operator shall provide quarterly reports to City detailing the numbers of Menlo Park residents who received fee assistance through this and other programs, the programs in which the residents

participated, and other relevant information as requested by City. With City's awareness and consent, Operator may form partnerships with charitable nonprofit organizations, seek grants, solicit donations, and undertake other appropriate efforts to offset Operator's costs related to providing fee-assisted aquatics programs.

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

Parties shall be responsible for complying with the City-Owned Improvements and Equipment and Maintenance Schedule in this Exhibit. This Exhibit may be modified from time to time by mutual written consent of the City Manager or their designee and Operator.

1. DAILY MAINTENANCE. Maintenance tasks to be performed on a daily basis or as recommended by manufacturer. Responsibilities may be delegated to a qualified vendor.

Maintenance area	Detail/ task	Responsible Party
Remote Monitoring		
	Chlorine	City
	Acid	City
	CO2	City
General Daily		
	Activities	Operator
	Bather Load	Operator
	Weather	Operator
	Air Temp	Operator
	Water Clarity	Operator
Filter Console		
	Influent PSI	Operator
	Effluent PSI	Operator
	Pressure Differential	Operator
	Flow Rate	Operator
	Backwash	Operator
Chemical Controller Console		
	pH	Operator
	HRR/ORP	Operator
	Chlorine	Operator
	CO2	Operator
	Water temp	Operator
	Calibration	Operator
Palin Test		
	pH	Operator
	Free Chlorine	Operator
	Total Chlorine	Operator
	Combined Chlorine	Operator
	Total Alkalinity	Operator
	Calcium Hardness	Operator
	TDS	Operator
	Cyanuric Acid	Operator

Routine Maintenance		
	Backwash	Operator
	Pump Baskets	Operator
	Gutters Cleaned	Operator
	Controllers checked	Operator
	Covers	Operator
	Vacuum	Operator

2. WEEKLY MAINTENANCE. Maintenance tasks to be performed on a weekly basis or as recommended by manufacturer. Responsibilities may be delegated to a qualified vendor.

Maintenance area	Detail/ task	Responsible Party
Filtration System		
	Backwash System	Operator
	Review backwash performance for operation and efficiency	City
	Monitor and log filtration, influent & effluent pressure	Operator
	Monitor and log filtration flow rate	City
CO2 Room		
	Check LMI Pumps	Operator
	Ensure exhaust fan is functioning	Operator

3. MONTHLY MAINTENANCE. Maintenance tasks to be performed on a monthly basis or as recommended by manufacturer. Responsibilities may be delegated to a qualified vendor.

Maintenance area	Detail/ task	Responsible Party
Chemical Controller		
	Safety flow test	Operator
	Clean Sensors	Operator
	Clean chlorine injector	Operator
	Inspect chemical pump discharge tubing(replace if needed)	Operator
	Torque chemical pump head bolts and tubing fittings(per manufacturer recommendation)	Operator
	Controller Calibration	City
	Controller history downloaded	City
	Chemical evaluation - chemical balance	Operator
	Chemical corrections	Operator
CO2 Room		

Heater		
	Replace combustion air filter	City
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

4. TWICE ANNUAL MAINTENANCE. Maintenance tasks to be performed on a twice annually basis or as recommended by manufacturer. Responsibilities may be delegated to a qualified vendor.

Maintenance area	Detail/ task	Responsible Party
Heater	Inspect and clean(per manufacturer recommendations)	City
Pumps	Lubricate bearings, grease fittings (per manufacturer recommendations)	City
Drains	Hydro flush sewer lines	City
Document Review	Review monthly maintenance items	City
	Review Safety Training Certifications	City
	Review Burgess Staff CPO certifications	City
Pool	Wading Pool Mushroom - check functioning	City

5. ANNUAL MAINTENANCE. Maintenance tasks to be performed on an annual basis or as recommended by manufacturer. Responsibilities may be delegated to a qualified vendor.

Maintenance area	Detail/ task	Responsible Party
Chemical Treatment	Two point controller calibration	City
Sand Filter	Drain Tanks, remove manway covers to inspect tank internal components	City
	Inspect media throughout the filters for proper consistency, contamination and flatness	City
	Install cleaned manway covers and replace manway gaskets	City
	Fill tanks and bleed air from the system	City
	Restart system and review for proper operation	City
Heaters (Lochinvar)	Log heater inlet, outlet and delta temperature	City
	Inspect flame and heat exchanger	City
	Disassemble heater, inspect and clean gas manifolds, upper cabinet and fans	City
	De-soot and/or clean heat exchanger and inspect for irregularities	City
	Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities	City
	Clean burners and reinstall with new gaskets	City
	Test and set gas manifold pressures and combustion chamber air pressure	City
	Test and set inlet water and delta temperatures	City
	Inspect boost pump, bearing	City
	Vacuum debris from heat exchanger and wipe clean	City
	Reassemble heater with new insulation burner plate (as needed), air manifold gaskets, gas manifold gaskets, and burner gaskets	City
	Install new ignitor and flame rods and startup heater	City
	Perform combustion analysis to verify and adjust CO ₂ , NO, NOX emissions	City
	Confirm seal on all internal gas manifold connections with leak detector	City
	Inspect flame condition following maintenance service	City
Pumps	Lubricate bearings, grease fittings (per manufacturer recommendations)	City
Drains	Hydro flush sewer lines	City
Document Review	Review monthly maintenance items	City
	Review Safety Training Certifications	City
	Review Burgess Staff CPO certifications	City
On Deck	Starting Platforms (tighten bolts)	City
Deck	Check for cracks and pitting	City

6. AS NEEDED / PER MANUFACTURER. Maintenance tasks to be performed on an as-needed basis or as recommended by manufacturer. Responsibilities may be delegated to a qualified vendor.

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
LAWN AREA		
Lawn		City
Irrigation		City
Electric Boxes		City
Picnic Benches		Operator

7. JANITORIAL SERVICES. City shall provide for janitorial services at Premises as follows.

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 - Scrub shower walls and floors, rinse clean.	<u>Entry way, Restrooms, Locker Rooms</u> - Wipe clean all ventilation grills - Wipe clean all door jambs.

<ul style="list-style-type: none"> - 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. 		
<p><u>Janitorial Closet</u></p> <ul style="list-style-type: none"> - 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. 		
<p><u>Office (2x Weekly)</u></p> <ul style="list-style-type: none"> - Vacuum floors in office - Clean office glass inside and out. 		

EXHIBIT G - SOLO SCHEDULE AND TERMS

The SOLO Aquatics swim team ("SOLO") will be able to use Burgess Pool and MPCC Pool on the following minimum terms:

- a. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, eight (8) lanes in Burgess performance pool September 1st through May 31st.
- b. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, four (4) lanes in Burgess performance pool June 1st through August 31st. Additional lanes may be provided at current rental rates during summer if Operator agrees and open swim attendance allows.
- c. Rental rate will be \$14 per lane hour for the term of the Agreement, or as otherwise set by City Council in the City of Menlo Park Master Fee Schedule.
- d. SOLO may elect to opt out of any of the hours provided for herein with 30 days notice.
- e. SOLO will be billed thirty (30) days in advance and on a monthly basis. Any payment not received by Operator within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.
- f. When the MPCC Pool is operational, youth swim team rental shall have the option to use the MPCC Pool at agreed upon rates and times.
- g. Youth swim team will have access lobby area of the Burgess Pool for marketing purposes to be approved by Operator in advance.
- h. SOLO shall provide proof of insurance listing the Operator and City as additional insureds.
- i. SOLO shall comply with all of the facilities policies and rules of conduct.
- j. SOLO may not allow any other organization or individual to use any of the privileges or services provided by the Operator.
- k. SOLO is responsible for the control and supervision of all participants in their program.
- l. If storage is provided for equipment at the request by SOLO, the Operator is not responsible for any damages or losses to the SOLO's equipment.
- m. The City and Operator reserve the right to close the pool(s) at any time for maintenance or any safety reason. Operator will make every attempt to give notice when possible and assist with informing the SOLO and its participants.
- n. Operator shall have the right to terminate its agreement with SOLO by written notice to the SOLO for any default or breach of any term or condition herein. SOLO will be provided not less than thirty (30) days notice and opportunity to cure any notice of default. Operator shall provide City with a copy of any notice of default provided to SOLO.
- o. City requires a written agreement on a form approved by the City Attorney between the two parties with a copy provided to the City no later than the commencement of the Term of the Agreement between the City and Operator; provided however, Operator shall not be considered in default of the terms and provisions of the Agreement if SOLO has refused to execute a written agreement with Operator on such form approved by the City Attorney.

	Current fee April 1, 2024	Proposed new fee effective April 1, 2025	Time Unit	Percentage change	Amount of proposed increase
Memberships					
Lap & Open Swim					
General - resident	\$65	\$70	Monthly	7.7%	\$5
General - non-resident	\$72	\$77	Monthly	6.9%	\$5
Senior - resident	\$52	\$52	Monthly	no change	-
Senior - non-resident	\$61	\$64	Monthly	5.0%	\$3
Hyperlocal resident	\$42	\$42	Monthly	no change	-
Masters					
General - resident	\$114	\$117	Monthly	2.6%	\$3
General - non-resident	\$125	\$130	Monthly	4.0%	\$5
Senior - resident	\$91	\$91	Monthly	no change	-
Senior - non-resident	\$100	\$102	Monthly	2.0%	\$2
Hyperlocal resident	\$74	\$74	Monthly	no change	-
Aqua Fit					
General - resident	\$88	\$92	Monthly	4.5%	\$4
General - non-resident	\$97	\$104	Monthly	7.2%	\$7
Senior - resident	\$70	\$70	Monthly	no change	-
Senior - non-resident	\$77	\$81	Monthly	5.0%	\$4
Hyperlocal resident	\$57	\$57	Monthly	no change	-
Drop-in					
Lap swim					
General - resident	\$9	\$10	Per visit	11.1%	\$1
General - non-resident	\$10	\$11	Per visit	10.0%	\$1
Senior - resident	\$8	\$8	Per visit	no change	-
Senior - non-resident	\$9	\$9	Per visit	no change	-
Hyperlocal resident	\$6	\$6	Per visit	no change	-
Open swim					
General - resident	\$9	\$10	Per visit	11.1%	\$1
General - non-resident	\$10	\$11	Per visit	10.0%	\$1
General - hyperlocal resident	\$6	\$6	Per visit	no change	-
Child - resident	\$5	\$5	Per visit	no change	-
Child - non-resident	\$6	\$6	Per visit	no change	-
Child - hyperlocal resident	\$3	\$3	Per visit	no change	-
Family - resident	\$24	\$24	Per visit	no change	-
Family - non-resident	\$28	\$28	Per visit	no change	-
Family - hyperlocal resident	\$16	\$16	Per visit	no change	-
Spectator - resident	\$3	\$3	Per visit	no change	-
Spectator - non-resident	\$5	\$5	Per visit	no change	-
Masters					
General - resident	\$20	\$21	Per visit	5.0%	\$1
General - non-resident	\$22	\$24	Per visit	9.1%	\$2
Hyperlocal resident	\$13	\$13	Per visit	no change	-
Aqua fit					
General - resident	\$20	\$21	Per visit	5.0%	\$1
General - non-resident	\$22	\$24	Per visit	9.1%	\$2
Hyperlocal resident	\$13	\$13	Per visit	no change	-
Swim lessons					
Group lessons - resident	\$29	\$32	Per 1/2 hour	10.3%	\$3
Group lessons - non-resident	\$32	\$35	Per 1/2 hour	9.4%	\$3
Group lessons - hyperlocal resident	\$19	\$19	Per 1/2 hour	no change	-
Private lessons - resident	\$79	\$83	Per 1/2 hour	5.1%	\$4
Private lessons - non-resident	\$87	\$92	Per 1/2 hour	5.7%	\$5
Private lessons - hyperlocal resident	\$51	\$51	Per 1/2 hour	no change	-
Fee assisted scholarship (residents only)	\$5	\$5	Per 1/2 hour	no change	-
Youth bridge program					
Bridge program - resident	\$24	\$26	Per 45 minute	8.3%	\$2
Bridge program - non-resident	\$26	\$29	Per 45 minute	11.5%	\$3
Bridge program - hyperlocal resident	\$16	\$16	Per 45 minute	no change	-
Youth camps					
Youth camps - resident	\$23	\$23	Per hour	no change	-
Youth camps - non-resident	\$25	\$25	Per hour	no change	-
Youth camps - hyperlocal resident	\$15	\$15	Per hour	no change	-
Group programming					
Group programming - resident	\$24	\$26	Per hour	8.3%	\$2
Group programming - non-resident	\$26	\$30	Per hour	15.4%	\$4
Group programming - hyperlocal resident	\$16	\$16	Per hour	no change	-
Subcontractor lane rental					
Subcontractor lane rental - nonprofit	\$15	\$20	Per lane per hour	33.3%	\$5
Subcontractor lane rental - commercial	\$15	\$24	Per lane per hour	60.0%	\$9

SUBCONTRACTOR LANE RENTAL FEES
YEAR-OVER-YEAR CHANGES

ATTACHMENT K

Year	Subcontractor lane rental (Per lane per hour)							
	SOLO Aquatics	% change	PASA	% change	Mavens	% change	Revolutions in Fitness	% change
2013	\$10	-	-	-	-	-	-	-
2014	\$11	10%	-	-	-	-	-	-
2015	\$12	9%	-	-	-	-	-	-
2016	\$12	-	-	-	-	-	-	-
2017	\$12	-	-	-	-	-	-	-
2018	\$14	17%	-	-	-	-	-	-
2019	\$14	-	-	-	-	-	-	-
2020	\$14	-	-	-	-	-	-	-
2021	\$14	-	\$14		\$14	-	-	-
2022	\$14	-	\$14	-	\$14	-	\$18	-
2023	\$14	-	\$14	-	\$16	14%	\$18	-
2024 (CURRENT)	\$15	7%	\$15	7%	\$15	-6%	\$15	-17%
2025 (PROPOSED)	\$20	33%	\$20	33%	\$20	33%	\$24	60%