



PARKS AND RECREATION COMMISSION REGULAR MEETING AGENDA

Wednesday, May 28, 2014 at 6:30 p.m.
110 Terminal Ave., Menlo Park, CA 94025
Menlo Park Senior Center

CALL TO ORDER

ROLL CALL – James Cebrian, Tom Cecil (Chair), Kristin Cox (Vice-Chair), Christopher Harris, Marianne Palefsky, Thomas Stanwood, Elidia Tafoya

A. PUBLIC COMMENT #1 (Limited to 30 minutes)

Under “Public Comment #1”, the public may address the Commission on any subject not listed on the agenda and items listed under the Consent Calendar. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

B. CONSENT CALENDAR

- B1.** Approval of minutes for the April 23, 2014 meeting ([attachment](#))

C. REGULAR BUSINESS

- C1.** Selection of new Commission Chairperson and Vice-Chairperson
- C2.** Review and consider staff recommendation to decline a request to partner with the Menlo Park City School District on development of sports field at the new Laurel School off O'Connor Drive ([attachment](#))

D. PRESENTATION

- D1.** Brenda Villa, Menlo Swim and Sport Water Polo Team
- D2.** Friends of Bedwell-Bayfront Park will provide update on current events, issues and opportunities at the park.

E. INFORMATION ITEMS

- E1.** Community Services Department Director's Update and Announcements ([attachment](#))

F. PUBLIC COMMENT #2 (*This item is optional*)

Under “Public Comment #2”, the public may address the Commission on any subject not listed on the agenda and items listed under the Consent Calendar. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information

G. ADJOURNMENT

Agendas are posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the City website at <http://www.menlopark.org/> and can receive e-mail notification of agenda and staff report postings by subscribing to the “Notify Me” service at <http://www.menlopark.org/notifyme>. Agendas and staff reports may also be obtained by contacting the Community Services Department at (650) 330-2200. Copies of the entire packet are available at the library for viewing and copying. (Posted: 5/22/14)

At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission’s consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection in the Arrillaga Family Recreation Center, 700 Alma Street, Menlo Park, CA 94025 during regular business hours.

Persons with disabilities, who require auxiliary aids or services in attending or participating in Commission meetings, may call the City Clerk’s Office at (650) 330-6620.



**PARKS AND RECREATION COMMISSION
MINUTES**

Wednesday, April 23, 2014

6:30 p.m. – 700 Alma Street, Menlo Park, CA 94025

**Arrillaga Family Recreation Center
Cypress Room**

Meeting was called to order at 6:34 p.m.

PRESENT – J. Cebrian, K. Cox (Vice Chair), N. Zasslow, M. Palefsky, C. Harris, K. Blythe

ABSENT – T. Cecil (Chair)

Staff Present – Derek Schweigart, Community Services Manager

Minutes:

A. PUBLIC COMMENT #1: None

B. CONSENT CALENDAR

1. Approval of minutes dated March 26, 2014

ACTION: Motion and second (Cox/Harris) to approve the minutes of March 26, 2014.

Motion passed with all present Commission Members in favor.

C. REGULAR BUSINESS

C1. Review and discuss the defunct Arts Commission scope of work and explore areas for consideration consistent with the Commission's work plan goals.

Derek Schweigart, Community Services Assistant Director, provided the Commission with background information on the scope of work performed by the defunct Menlo Park Arts Commission to help guide their discussion on potential topics to consider in support of their work plan goals. The following questions were asked to the Commission to help guide the discussion: What other information does the Commission require in helping to guide their discussion on ways to support their work plan goal? What are the topics the Commission would like to consider that addresses their work plan goal? What arts groups would the Commission like to hear from over the course of their current work plan? Given the lack of funding sources to support the outcomes discussed, are there other sources of funding that can be identified and/or suggestions for reallocation from other sources? What role does the Commission want to play in addressing their work plan goal?

Public Comment

Jim Lewis – Spoke to the Commission regarding how thrilled he was to see this item on the agenda. He mentioned that he would like to see the Arts Commission reinstated with interested and qualified people that the City Council has appointed. He would like the Commission to recommend to the City Council to reinstate the Arts Commission.

Elizabeth Houck – Spoke to the Commission regarding the defunct Arts Commission. She mentioned she thinks it is sad that Menlo Park does not have enough arts.

Following discussion the following action was taken:

ACTION: Motion and second (K. Cox/J. Cebrian) to form a sub-committee for the Arts Commission with K. Cox and J. Cebrian as members.

Motion passed with all present Commission Members in favor.

C2. Review and discuss the Update on the Menlo-Atherton Performing Arts Center and the Menlo Grant for the Arts Program

Matt Milde, Recreation Coordinator, provided the Commission with an update on the Menlo-Atherton Performing Arts Center and the Menlo Grant for the Arts Program. The following questions were asked to the Commission to help guide the discussion: Does the Commission have any feedback with regards to the Menlo Grant for the Arts Program and/or any of the recipients of the grants for the coming year? Does the Commission have any suggestions or feedback for staff on increasing programs at the M-A Performing Arts Center? Given the current challenges, does the Commission have any suggestions on improving communications between M-A school staff and the City? In light of the Commission's work plan goal to research and evaluate opportunities to support and increase arts program offerings for the community, what role does the Commission want to play with the M-A Performing Arts Center moving forward?

Following discussion, no action was taken.

D. PRESENTATION

D1. Presentation by Menlo-Atherton Performing Arts Center User Group

Jean-Kepler's Arts and Lectures, gave the Commission a presentation regarding her program. She mentioned that in March of 2013 she received a grant from the City of Menlo Park to bring an author for a lecture and it was a big success. She mentioned that one of her biggest challenge is receiving a quick response from Menlo-Atherton when she is organizing an event.

Following discussion, the Commission recommended she make collaboration with Menlo-Atherton staff, City staff, the parent committee and herself to try and get some outside ideas to help with the challenges of scheduling the Performing Arts Center.

E. INFORMATION ITEMS

E1. Community Services Department Director's Update

Derek Schweigart provided an update to the Commission. No discussion followed.

E2. City Council Proposed Master Fee Schedule for Community Services FY 2014-15

Derek Schweigart proved the Commission with the Proposed Master Fee Schedule for Community Services FY 2014-15.

Following discussion, not action was taken.

F. PUBLIC COMMENT #2 None

G. ADJOURNMENT

The meeting was adjourned at 8:30 p.m.

Kristin Cox took over as Chairperson for the entire meeting.

Minutes submitted by Linda Munguia



COMMUNITY SERVICES DEPARTMENT

Parks and Recreation Commission: May 28, 2014

Agenda Item: C2

REGULAR BUSINESS: Review and Comment on the Staff Recommendation to Decline a Request by the Menlo Park City School District to Partner on Development of a New Sports Field at the New Laurel (Upper Elementary) School off O'Connor Drive.

RECOMMENDATION

Staff recommends that the Parks and Recreation Commission review and comment on the staff recommendation to decline a request to partner with the Menlo Park City School District(District) on development of a sports field at the new Laurel (upper elementary) School off O'Connor Drive.

BACKGROUND

Due to increasing enrollments (40% over the last decade according to school district figures), the District has determined the need to add a fourth elementary school and is planning to open the district-owned O'Connor school site currently occupied by the German American International School in the Fall of 2016. Thanks to the successful passage of Measure W in November of 2013, the District is proceeding with plans for opening the new grade 3-5 school at the O'Connor site. The current proposed school configuration is included as Attachment A.

The District has approached the City with the following:

- 1) Requesting the City to enter into Joint Use Agreement similar to the other school sites in which the City takes over maintenance, programming and collection of fees and the District pays for utilities.
- 2) The District plans to install a natural grass field. If the City prefers a synthetic field, and was willing to pay the difference, the District would install it at a cost of \$600,000.

ANALYSIS

Field Space Needs

An analysis of the current field space needs of the City's existing 13 user groups shows requests for field space are able to meet each season with the recent additions of Kelly Field and Hillview school, although some groups do continue to use field space in other area communities such as Portola Valley and Redwood City. The potential space for a new field at the O'Connor site is small, and would support only U-10 (ages 10 and

under) field and a small baseball field. Sports staff recently surveyed user groups about the possible addition of a U-10 field at O'Connor School and received one reply from AYSO indicating a desire to use the field for games only if maintenance was improved.

Synthetic Turf

The District has requested the City contribute \$600,000 if the City prefers a synthetic field. The District has estimated that this is the net cost of upgrading the field from a natural grass field to a synthetic field. Staff evaluated the net cost of a synthetic field and determined the following:

- 1) Estimated annual revenue for a synthetic field would be \$30,000 and maintenance cost would be \$6,000. Synthetic fields have a warrantee of eight years and the estimated life expectancy is ten years based upon average use. The cost to replace the synthetic carpet is approximately \$250,000. At \$30,000 per year in revenue (net \$24,000), the City would never recoup the cost of installation or carpet replacement
- 2) Current field space needs for U-10 fields or small baseball fields are presently being met.

Grass Field

The District has requested the City to consider entering into a Joint Use agreement in which the District will pay for the cost of installing a grass field and pay all utility costs and the City will agree to maintain the field while scheduling the field and collecting all fees. In standard Joint Use Agreements school activities have priority over any City scheduled uses. Staff evaluated the request by the District and the following is our analysis:

- 1) The estimated revenue for rental of a grass field is \$14,300 annually and the estimated cost to maintain the field is \$19,000 annually.
- 2) Current field space needs for U-10 fields or small baseball fields are presently being met.

RECOMMENDATION

Based on the above issues (small site, significant costs exceeding revenue, lack of urgent field space needs) staff recommends declining the District's request to provide funding to upgrade the new sports field at the O'Connor school site and enter into a Joint Use Agreement. Choosing this option allows field user groups to work directly with the district to reserve space for use of the field which is similar to Encinal School.

An additional consideration by staff when selecting the "decline" option is the planned renovation of the La Entrada School in West Menlo Park, to be completed over the next 5-7 years. This site includes a much larger field area in a location with few sports field options that may be more appropriate for a full size synthetic turf field. It may be more

prudent for the City to conserve capital improvement funds from Rec-in-Lieu fees or other sources in order to have them available for a project on this site in the future.

Finally, it has been the City's recent experience that the School District continues to require additional school-based field usage, thereby limiting the City's available use of the fields for community activities and rentals. Even with this reduced field availability, the City continues to bear the cost of 100% of field maintenance.

Review by Parks and Recreation Commission

Staff will include any comments the Parks and Recreation Commission has on the recommendation for a grass or synthetic field and the parameters for the joint use agreement in the staff report to Council.

IMPACT ON CITY RESOURCES

Depending upon the final recommended option, impacts to the City's general fund range from the \$600,000 capital improvement request plus annual maintenance costs between \$6,000 and \$19,000 to no cost to the City if the request of the District is declined. The project would qualify for funding from the Rec-in-lieu fund rather than the General Fund. Rec-in-lieu funds are anticipated to generate \$750,000 in the next several years given the development projects in the pipeline. The current balance is \$300,000.

POLICY ISSUES

The City Council previously established a goal of increasing the availability of sports fields in order to better meet demand while maintaining field quality. This policy has not been updated since the two new synthetic turf fields were added at Kelly Park and Hillview School.

ENVIRONMENTAL REVIEW

Environmental review will be the responsibility of the District.

Ruben Niño
Assistant Director of Public Works

Cherise Brandell
Community Services Director

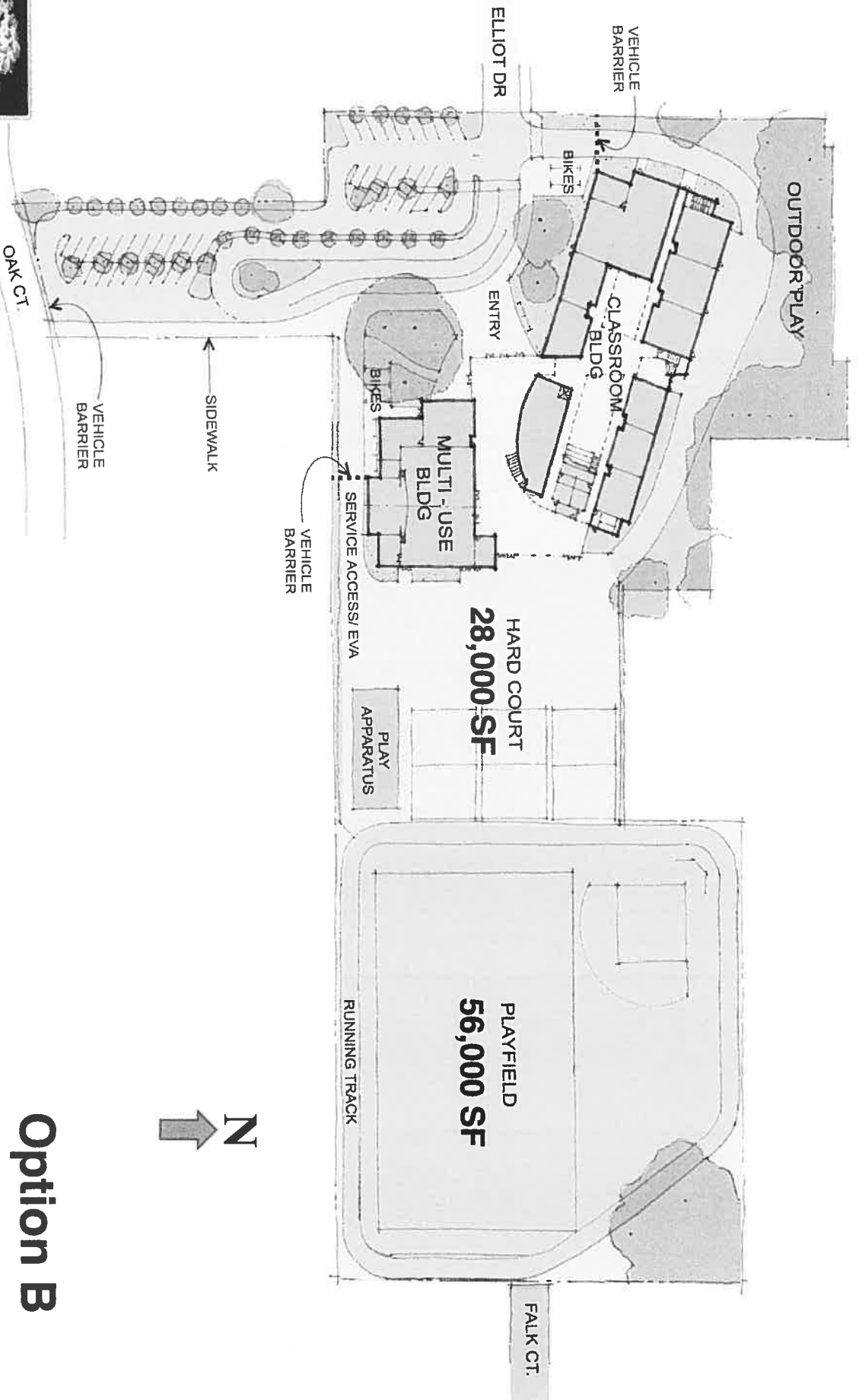
PUBLIC NOTICE: Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS:

- A. Site Plan of Proposed O'Connor School
- B. Existing Joint Use Agreement with Menlo Park City Schools



Site Plan: Two Story Scheme O'Connor Elementary School



Option B



AGREEMENT FOR JOINT USE OF COMMUNITY FACILITIES

THIS AGREEMENT FOR JOINT USE OF COMMUNITY FACILITIES ("Agreement") made and entered into this 29th day of March, 2012, by and between the CITY OF MENLO PARK, a municipal corporation ("City"), and the MENLO PARK CITY SCHOOL DISTRICT, an elementary school district of the County of San Mateo ("District"),

WHEREAS, the governing bodies of the above-named public entities have jurisdiction over the same territory and have the authority to organize, promote and conduct community recreation programs; and

WHEREAS, it is to the advantage of the City and the District to use each other's facilities and to the advantage of the District for the City to maintain some District facilities.

NOW, THEREFORE, IT IS AGREED between the parties hereto:

1. Facilities. The "Facilities" which shall be jointly used are as follows:

a. The District Facilities include:

1. Hillview School Field and Tinker Park
2. Oak Knoll School Field and Baseball Field

b. The City's Facilities include:

1. Nealon Park Tennis Court
2. Nealon Park

Specific conditions regarding the use of the Facilities, improvements, and responsibility for maintenance and collection of fees are described in detail in the attached Exhibits A, B, C and D, for each of the above listed Facilities respectively.

2. Community Use. The Facilities shall be available to all residents and/or property owners of the District and the City. It is not the intent of either party to exclude any City or District residents and/or property owners from the Facilities. Use of the Facilities shall be in accordance with District policy, Section 1330 (use of school facilities) ("School Facility Policy"), which clarifies the condition and regulations for community use, attached as Exhibit F, and City of Menlo Park Sports Field Policy, attached as Exhibit E ("City Field Policy"). Nothing in this Agreement shall be construed to limit the rights of the public to use school facilities as provided by District Policy No. 1330 or to limit or contravene any state law or regulation regarding use of school facilities. To the extent there is claimed to be any inconsistency between the School Facility Policy and the City Field Policy in the administration of this agreement, the City and District shall meet and confer in an attempt to resolve the alleged inconsistency. If no resolution is reached, the policy of the landowner of the affected Facility will prevail as to the inconsistency.

3. Term. This Agreement shall remain in full force for an initial term of fifteen (15) years ("Initial Term") unless earlier terminated. This Agreement shall continue in effect on a year-to-year basis after the expiration of the Initial Term, unless either party notifies the other party in writing of its election to terminate this Agreement effective at the expiration of the Initial Term, not less than ninety (90) days prior to such expiration.
4. Termination. This Agreement may be terminated in its entirety or as to any one or more of the Facilities effective immediately by mutual written agreement signed by both parties, or effective such other date as the parties may by mutual written agreement provide. Either party may terminate this Agreement in its entirety or as to any one or more of the Facilities by delivery of written notice of such intent to terminate, which termination shall become effective twelve (12) months following delivery of such intent to terminate ("Termination Date"). Such termination notice shall have been adopted or approved in open session of the governing board of the terminating party after due notice to the public and to the other party to this Agreement.

In the event the District terminates this Agreement in its entirety, terminates the City's use of the new sports field at Hillview School and/or Tinker Park, and/or makes future improvements that eliminate the sports field and/or Tinker Park, the District shall repay the City the cost of the City's contribution for the sports field at Hillview School, which represents a total cost of \$400,000 less depreciation as hereinafter described, and/or Tinker Park, which represents a total cost of \$100,000 less depreciation as hereinafter described. The reimbursement by the District to the City shall be determined by depreciating the value of the improvements at an annual rate of 8% from the time the improvements are completed and accepted by the District until the event causing repayment to the City. In the event the City has installed capital improvements at any of the District's Facilities (with the District's approval) and the District terminates this Agreement in its entirety or as to one of the Facilities for which the City has made capital improvements, then District shall reimburse the City its costs of installation for such capital improvements the City made under this Agreement based on the City's costs of such improvements and then depreciating the value of the improvements at an annual rate of 8% from the time the improvements are completed and accepted by the District until the event causing repayment to the City. The schedule for repayment of the reimbursement amount shall be agreed to by the parties but in no event should be shorter than one (1) year or more than four (4) years. If the payment schedule exceeds one year, interest on the unpaid portion shall accrue at the Local Agency Investment Fund's Quarterly Apportionment Rate in effect at the time of the Termination Date, running from the Termination Date and accruing annually until paid.

5. Dispute Resolution. If agreement cannot be reached between the parties as to the Termination Amount or the schedule for repayment or any other matter related to or arising out of this Agreement, the parties agree to submit such dispute to a mutually acceptable professional mediator and to negotiate in good faith toward reaching a resolution of the dispute prior to taking any legal action. Each party shall pay an equal


share of the mediator's fees and expenses and each party shall pay its own attorneys' fees and expenses in such mediation or subsequent court action.

6. Insurance. Each party shall carry its own policy of public liability insurance in amounts not less than One Million Dollars (\$1,000,000) or be a part of an equivalent risk pool, with an endorsement covering the joint use of Facilities provided for by this Agreement. Each party shall provide a certificate of insurance evidencing such coverage upon request of the other party.

In witness whereof, the parties here to have executed this Agreement on the respective dates set forth below.

CITY OF MENLO PARK

Dated: MARCH 29, 2012

By: 
City Manager

MENLO PARK SCHOOL DISTRICT

Dated: MARCH 15, 2012

By: 
Maurice Ghysels Ed.D, Superintendent

Its: _____

Attachments:

Exhibit A – Hillview School Facilities
Exhibit A-1 – Map of Hillview School Facilities
Exhibit A – Oak Knoll School Facilities
Exhibit B-1 – Maintenance Standards for Athletic Turf Fields
Exhibit B-2 – Map of Oak Knoll School Facilities
Exhibit C – Nealon Park Tennis Court
Exhibit D – Nealon Park
Exhibit E – Sports Field Use Policy
Exhibit F – District Policy, Section 1330

EXHIBIT A
HILLVIEW SCHOOL FACILITIES

NOW, THEREFORE, IT IS AGREED between the parties hereto that the following provisions shall apply to the Hillview School Facilities:

1. IMPROVEMENTS

1.1 **City Contribution.** Joint use of the Hillview School Facilities by the District and the City is of sufficient value and economic advantage to the citizens and taxpayers of the District and the City such that the City is willing to and shall contribute Five Hundred Thousand Dollars (\$500,000) toward the development of the sports field with synthetic turf and replacement of Tinker Park, with the District contributing and being solely responsible to pay all sums in excess of the City's contribution. Upon City Council approval of the Agreement, the City agrees to pay Two-Hundred Fifty Thousand Dollars (\$250,000) within thirty (30) days of execution of the contract to construct the sports field by all parties thereto; Two Hundred Thousand Dollars (\$200,000) within thirty (30) days of the commencement of work on the sports field; and Fifty Thousand Dollars (\$50,000) upon completion of the sports field and Tinker Park. Any physical improvements shall become the property of the District, subject to the District's repayment obligations upon termination.

In the event the City desires to make improvements on or to the Facilities not covered by the above financial contribution, the District shall have the right to approve of any such plans prior to commencement of work by the City. Any physical improvements shall become the property of the District, subject to the District's repayment obligations upon termination.

1.2 **Future Improvements.** In the event the District intends to rebuild or remodel the Facilities ("Future Improvements") and that would result in the elimination of, or otherwise cause damage to the sports field and/or Tinker Park, the District shall consult with the City prior to making such Future Improvements.

1.3 **Damage to Existing Facilities.** In the event Future Improvements or use of the Facilities by the District cause damage to or otherwise conflict with the use of the sports field and/or Tinker Park, the District shall pay for and be responsible for any and all costs associated with the relocation, repair and/or restoration of the Facilities to a usable condition. In the event damage to the Facilities occurs as a result of scheduled use as defined in Section 2.1, the City shall pay for and be responsible for any and all costs associated with repairing or restoring the Facilities to a useable condition. Costs associated with damage that occurs from neither District nor City authorized activities shall be split equally between the parties.

1.4 **Use.** No parking of motorized vehicles shall be permitted on the sports field and/or Tinker Park. The use of the sports field shall be consistent with guidelines of the manufacturer and warranty requirements for all activities held on the field by either party.

1.5 Elimination of Facilities. In the event Future Improvements eliminate the sports field and/or Tinker Park or make it impracticable to repair, restore or relocate them, the District shall repay the City's financial contribution(s) described in Paragraph 1.1 above, in accordance with the terms and provisions of Paragraph 4 "Termination" of the Agreement.

2. USE.

2.1 Scheduled Use. The City shall schedule use of the Facilities by all users, except use by the District. The District has first priority to the use of the sports field at all times, including hours of school operations, extra curricular activities beyond the school day or school year, and other activities as required by the District. The District shall notify the City by September 30th of each year in which this Agreement is in effect of any scheduled uses it intends to make of the Facilities occurring outside of hours of school operations for the following calendar year. The Facilities shall be available to the City for scheduled uses during the regular school year for after-school community recreation programs, on Saturdays, Sundays, school holidays and summer vacation months for the purpose of community programs. Scheduling of the facilities for such uses during times and hours of non-District use shall be consistent with District Policy 1330 (Use of School Facilities) and the City of Menlo Park Sports Field Policy.

2.2 Unscheduled Use. The Facilities shall be available for non-organized recreational activities as City parks and playgrounds throughout the year during times when not in use by the District and when not scheduled by the City for organized scheduled activities. The field may be closed for any period during which it has been determined by mutual agreement to be unusable.

2.3 Tinker Park. Tinker Park shall be available for public use as a City Park with the same hours as other City Parks which is from dusk to dawn or as modified by the City.

3. MAINTENANCE & FEES.

3.1 Areas of Responsibility. The area of responsibility is the sports field, Tinker Park and the restrooms as shown on the map attached as Exhibit A-1. The operation and maintenance of the Facilities shall be as follows:

3.2 City Responsibility: The City shall be entitled to collect fees from scheduled use of the Facilities other than District-related activities to help defray the cost of maintenance. The City shall maintain the Facilities as follows:

3.2.1 Athletic Fields: The athletic turf field shall be maintained as recommended by the manufacturer in order to meet warranty requirements.

3.2.2 Tinker Park: The City will be responsible for full maintenance of the park within the fenced area, including park furniture, sod, play surface, fencing, irrigation and play equipment. All maintenance shall be performed in a manner compliant

with any requirement of the Division of the State Architect for school facilities or any other regulatory requirement for schools.

3.2.3 Restrooms: The City will be responsible for cleaning the restrooms on weekends and summer months when the sports field is being used by a group authorized and scheduled by the City. The District will be responsible for cleaning the restrooms at all other times. The restrooms will be cleaned to the level the District cleans their school restrooms, which consists of sanitizing floors, sinks and toilets. The cleanliness of the restrooms will be achieved after community use by the City and prior to use by the District. The City is also responsible for any damage to the facility during City scheduled events.

3.2.4 Ancillary facilities (running track, parking lot and basketball courts): the City will be responsible for general site cleaning and off-hauling all garbage and trash following events prior to the next beginning school day.

3.2.5 The City is responsible for any damage to the track, basketball courts, fencing, and other improvements during City scheduled activities, events, and uses by groups.

3.2.6 The City shall be responsible to remove trash from the premises after City authorized activities, events, and uses by City scheduled groups.

3.2.7 The City shall be responsible for damage that occurs by City scheduled user groups that do not abide by operational regulations. City and District are to develop operational regulations jointly for the new synthetic field and track.

3.3 District Responsibility: The District shall pay for all utility costs, including, but not limited to, the watering and associated meter costs for Tinker Park. District shall cover the water costs for watering a minimum of one fifteen (15) minute cycle of sprinkling, three (3) times per week from April through June and October and a minimum of one fifteen (15) minute cycle of sprinkling, four (4) times per week from July through September. This irrigation schedule may be adjusted upon mutual agreement between the City and District.

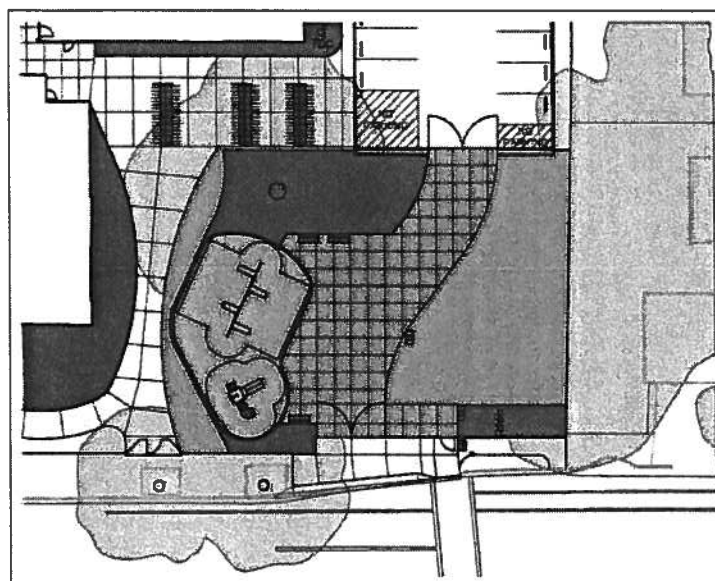
3.3.1 The District shall maintain all equipment and facilities not specifically outlined in this Agreement, including maintenance of the restrooms on weekdays during the school year.







3.4 Joint Responsibility: The cost of replacing the synthetic turf or repairing damage to the synthetic turf, which has a warranty of eight (8) years, shall be split equally between the District and the City; provided, however, upon replacement of the synthetic turf, the City's share of the cost of the turf shall be added to its cost basis and shall be subject to depreciation and repayment to the City if either party subsequently terminates this Agreement per the provisions of Section 1.5 above. Costs of damages and repairs which the cause of responsibility can not be determined shall be shared equally between the District and City.

3.4.1: All decisions involving or triggering a claim for sharing of

costs pursuant to this provision shall be made following consultation between the Parties about availability of funds in relation to other funding priorities.

3.5 No provision of this Agreement establishing that a party to this Agreement shall be responsible for any damage, cost or injury shall be interpreted to reduce or offset the responsibility of any insurance carrier, indemnitor, tortfeasor or any other non-party to this Agreement.

[illegible]

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**TINKER PARK
HILLVIEW MIDDLE SCHOOL**



DLM
ARCHITECTURE

EXHIBIT B
OAK KNOLL SCHOOL FACILITIES

NOW, THEREFORE, IT IS AGREED between the parties hereto that the following provisions shall apply to the Oak Knoll School Facilities:

1. IMPROVEMENTS.

1.1 Damage to Existing Facilities. In the event Future Improvements or use of the Facilities by the District cause damage or otherwise conflict with the use of the sports field, the District shall pay for and be responsible for any and all costs associated with the relocation, repair and/or restoration of the Facilities to a usable condition. In the event damage to the Facilities occurs as a result of scheduled use as defined in Section 2.1, the City shall pay for and be responsible for any and all costs associated with the relocation, repair and/or restoration of the Facilities to a usable condition. Costs associated with damage that occurs from neither school nor city authorized activities shall be split equally between the parties.

1.2 Use. No parking of motorized vehicles shall be permitted on the sports field.

2. USE.

2.1 Scheduled Use: The City shall schedule use of the Facilities by all users, except the District. The District has first priority to the use of the sports field at all times, which includes hours of school operations, extra curricular activities beyond the school day or school year and other activities as required by the District. The District shall notify the City by September 30th of each year in which this Agreement is in effect of any scheduled uses it intends to make of the Facilities occurring outside of hours of school operations for the following calendar year. The Facilities shall be available to the City for scheduled uses during the regular school year for after-school community recreation programs, on Saturdays, Sundays, school holidays and summer vacation months for the purpose of community programs. Scheduling of the facilities for such uses during times and hours of non-District use shall be consistent with District Policy 1330 (Use of School Facilities) and the City of Menlo Park Sports Field Policy.

2.2 Unscheduled Use. The facilities shall be available for nonorganized recreational activities, on an unscheduled basis, for use as City parks and playgrounds throughout the year during times when not in use by the District and when not scheduled by the City for organized scheduled activities. The field may be closed for any period during which it has been determined by mutual agreement to be unusable.

2.3 Closure. The District shall have the right to close the field for periods of reasonable length in order to allow the field to restore itself, including without limitation for restoration after heavy rains or other inclement weather.

3. MAINTENANCE & FEES.

3.1 Area of Responsibility. The area of responsibility is the turf area as shown within the map attached as Exhibit B-2. City is also responsible for the maintenance of the baseball backstop, infield, fencing, and benches. City is responsible for damages that occur during City authorized activities, events, and uses by the user groups for the facilities identified above as well as the ancillary facilities such as parking lot, play area and equipment, running track, etc. The District is responsible for all other damages.

3.2 City Responsibility: The City shall be entitled to collect fees from scheduled use of the sport field and baseball field other than District uses to help defray the cost of maintenance.

3.2.1 Athletic Fields: The athletic turf field shall be maintained as described in the attached Exhibit B-1.

3.2.2 The City is responsible for removal of trash from the Facilities following City scheduled activities, events, and use by City scheduled groups, prior to the beginning of the next school day. The District is responsible for trash removal at all other times.

3.3 District Responsibility: The District shall pay for all utility costs, including, but not limited to paying for the cost of watering and associated meter costs. District shall cover the water costs for watering a minimum of one fifteen (15) minute cycle of sprinkling, three (3) times per week from April through June and October and a minimum of one fifteen (15) minute cycle of sprinkling, four (4) times per week from July through September. This irrigation schedule may be adjusted upon mutual agreement between the City and District.

3.3.1. The District shall maintain all equipment and facilities not specifically outlined in this Agreement, except as provided in section 3.4.

3.3.2 The District shall be responsible for the track around the sports field, except as provided in section 3.4.

3.3.3. The District will be responsible for minor irrigation breaks or irrigation head replacement. The District will be responsible for major irrigation repairs which include valve and controller replacements, except as provided in section 3.4.

3.3.5 The District shall not be responsible for any costs, losses, injuries or damages in any way related to the use of portable restroom facilities brought to the premises by any person or entity for City authorized activities.

3.4 Joint Responsibility: The cost of replacing major turf areas outside the City's annual field renovation project shall be split equally between the District and the City. Costs of damages and repairs which the cause of responsibility can not be determined shall be shared equally between the District and City.

EXHIBIT B-1
MAINTENANCE STANDARDS FOR ATHLETIC TURF FIELDS

TURF MANAGEMENT

A. Mowing

1. Turf will be mowed weekly, once every seven (7) days.
2. Turf will be mowed forty (40) times each year; weekly from March through October; Once a month from November through February.
3. Turf will be mowed with rotary or reel type mowers only. All blades shall be kept sharp.
4. Turf clippings shall not be caught, however large piles of clippings shall be scattered.
5. Turf shall be mowed to a height of 2" to 2.5".

B. Aeration

1. Turf shall be aerated twice each year - once in the early spring and once in early fall.

C. Fertilization

1. Turf shall be fertilized twice annually:
2. All fertilization and weed control methodology must be compliant with the Healthy Schools Act of 2002, other relevant State and Federal regulations, and prudent industry standards.

SCHEDULE OF WORK

A. Mowing and Aeration

1. Mowing and aeration shall be done on weekdays - Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.
2. Work shall not impede the educational programs or reasonable operations of the school. Work shall stop if children are present in the immediate area of any equipment (i.e. recess and lunch hours).

B. Fertilization and Weed Control

1. Fertilization and weed control shall be done on off school hours only. Days and times shall be coordinated with the City and School District.
2. All herbicides shall be applied by a licensed California Pest Control Operator.
3. Weed control to be scheduled at the school sites when no classes are to be held that day.

EXHIBIT B-2 **MAP OF OAK KNOLL SCHOOL**

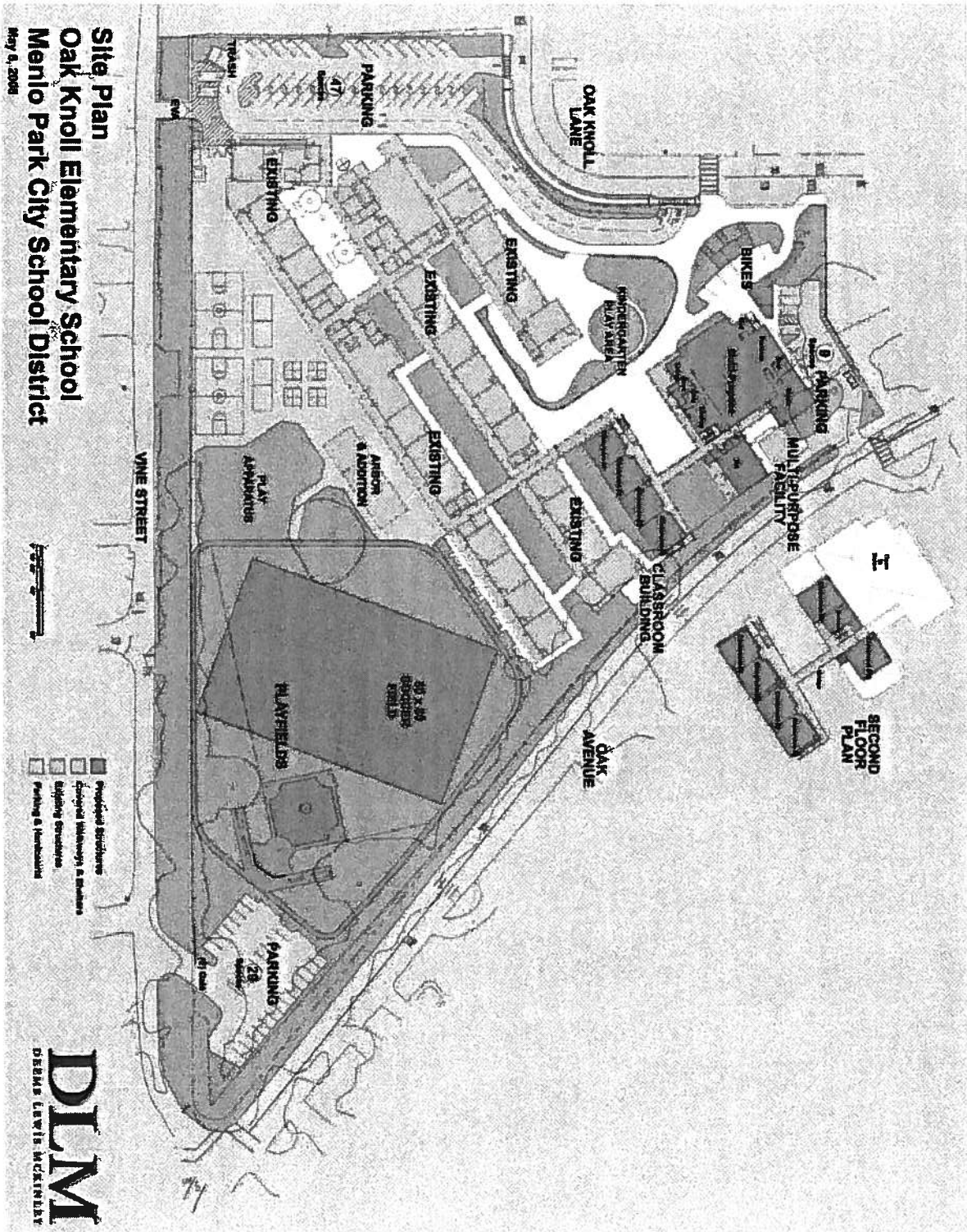


EXHIBIT C
NEALON PARK TENNIS COURTS

NOW, THEREFORE, IT IS AGREED between the parties hereto that the following provisions shall apply to the Nealon Park Tennis Courts:

1. USE.

1.1 Scheduled Use. The City agrees to allow the District to use any of two (2) of the tennis courts at Nealon Park. The court and time of use shall be determined by the City of Menlo Park Community Service Department. Scheduling of the facilities shall be the responsibility of the Community Services Department of the City of Menlo Park and shall be in accordance with City of Menlo Park Tennis Court Policy along with other scheduled use by the City. Requests for scheduled use by the District shall be made timely by either the District office or the Hillview Parent-Teacher Organization.

1.2 The District and City upon mutual agreement may add other City tennis courts, including additional courts at Nealon Park or courts at Willow or Burgess Parks to this Agreement to accommodate the District's tennis program.

2. MAINTENANCE & FEES.

2.1 The operation and maintenance of the Facilities shall be as follows:

2.2 City Responsibility: The City shall be entitled to collect fees from scheduled use of the Facilities other than District use to help defray the cost of maintenance. The City will not charge the District for the use of the Facilities. The City will be responsible for the maintenance of the Facilities.

2.3 District Responsibility: The District shall be responsible for damage caused to the Facilities while in use by the District. The use of the courts shall be only for the purposes of playing tennis.

2.4 Joint Responsibility: The District and City shall share the cost of resurfacing the two (2) tennis courts which is estimated to occur every ten (10) years or when it is determined by the City that the court needs to be resurfaced. The District's percentage share of the cost shall be fifty percent (50%) not to exceed of \$10,000.

EXHIBIT D
Nealon Park

NOW, THEREFORE, IT IS AGREED between the parties hereto that the following provisions shall apply to Nealon Park:

1. **USE.**

1.1 **Scheduled Use.** The City agrees to allow the District to use Nealon Park for recreational uses while Hillview School is under construction. The time of use shall be determined by the City of Menlo Park Community Service Department. Scheduling of the facilities shall be the responsibility of the Community Services Department of the City of Menlo Park and shall be in accordance with City of Menlo Park Sports Field Policy along with other scheduled use by the City.

2. **MAINTENANCE & FEES.**

2.1 The operation and maintenance of the Facilities shall be as follows:

2.2 **City Responsibility:** The City will not charge the District for the use of the Facilities. The City will be responsible for the Maintenance of the Facilities.

2.3 **District Responsibility:** The District shall be responsible for damage caused to the Facilities while in use by the District.

Exhibit E
Sports Field Use Policy

COMMUNITY SERVICES DEPARTMENT

701 Laurel Street, Menlo Park, CA 94025 (p) 650.330.2220 (f) 650.324.1721

I. Purpose

- A. To identify the roles of the Field User Groups, City of Menlo Park Community Services Department, and Parks & Recreation Commission
- B. To explain the City of Menlo Park sports field use requirements, fees, procedures, and policies

II. Field User Group Approval Process

- A. Before a Field User Group can make a request for field space for seasonal sports leagues and tournaments, the Field User Group application (attached) must be validated by the Parks & Recreation Commission.
- B. To become a Field User Group, the group must apply in writing to the Parks & Recreation Commission each year. Field User Group Application must be received by the Community Services Department at least three weeks prior to the November Commission meeting (generally the third Wednesday of the month). The Commission will review and discuss the information at the November meeting and hold a public hearing at a subsequent meeting before validation.
- C. The Parks and Recreation Commission will validate the returning or new group if all of the Field User Groups conditions and requirements are satisfied.
- D. If a new Field User Group requests a field space after the validation process, the Field User Group will only be able to use field space on a probationary status if space is available.
- E. The Community Services Department will provide written notification to the Field User Groups of their approved status.

III. Field User Group Application

- A. The Field User Group Application must include the following:
 - 1. Written league rules and guidelines
 - 2. Annual schedule for the organization, including practice and game

- dates, tournament dates and any special events
- 3. Annual list of board members with their contact information (address, phone number, and email address)
- 4. Annual roster of league participants showing residency status (see IV below) and age
- 5. Description of Field User Group's activities and how the field(s) will be utilized
- 6. For non-profits, proof of non-profit 501c3 status
- 7. Valid Certificate of Insurance
- 8. A short presentation of the above to the Parks and Recreation Commission

IV. Menlo Park Residency

- A. A Menlo Park resident will be defined as:
 - 1. Participants who have a permanent address in Menlo Park
 - 2. Participants who attend an Accredited School within the Menlo Park city limits
- B. Priority of status will be depend on the qualifying criteria, including percentage of Menlo Park residents (see Field Priority list)
- C. Field User Groups will need to provide data of the participant database or team rosters to validate participant's resident or non-resident status

V. Field Capacity Limits

- A. The field use limit for each field user group will be determined by the Community Services Department based on overall sport fields capacity and the age designation of the individual field.
- B. If the Field User Group requires more space than their field use limit, the Field User Group will be granted additional field space or may request additional field space on the following conditions:
 - 1. Field allocations have been granted for all of the valid Field User Groups' requests.
 - 2. There is remaining field capacity.

VI. Field Allocation

- A. The Community Services Department will make every attempt to accommodate all groups and allow for a diverse use of the City's sports fields.
- B. Field User Groups can request a particular field during the reservation process; however, the Community Services Department reserves the right to make the final decision regarding how to allocate field space.

C. Prior use by a particular Field User Group does not guarantee future allocations to a specific field.

D. Factors affecting amount of field space allocation include:

1. "On season" programs vs. "Off season" programs
2. Number of Menlo Park residents in the program
3. Percentage of Menlo Park residents in the program
4. Ages of participants vs. the designated field space for age groups

VII. Field Use Priority

The qualifying criteria for field use priority is:

1. City sponsored youth programs
2. City sponsored adult programs
3. School district sponsored youth programs
4. Returning youth programs with greater than 50% residents
5. Returning adult programs with greater than 50% residents
6. Programs offering scholarships or reduced fees to lower-income participants.
7. New youth programs with greater than 50% residents
8. New adult programs with greater than 50% residents
9. All "other" programs

VIII. Field User Group Fees

A. All of the fees required to use the Athletic Fields are stated in the City of Menlo Master Fee Schedule. The Master Fee Schedule is reviewed by the Community Service Department Staff each year. City reserves the right to increase fees to offset administrative and parks maintenance costs.

B. Fees will be determined per hour per team.

C. Field User Groups will be required to provide payment based on the annual field reservation schedule. The schedule will be set annually by Community Services Staff.

D. Field User Groups operating sports leagues will be required to pay 50% of the balance two-weeks prior to the league start date. The remaining balance will be due two weeks prior the final league date.

E. Field User Groups requesting field space for a limited time or non-league use must pay in full at the time of the field reservation.

F. Field User Groups are allowed to make minor adjustments to the field reservation request up to four weeks prior to the league start date (if space is available). The approved field reservations will be available online to review. All change requests must be in writing. Cancellations

are subject to a \$15.00 processing fee.

G. Field User Groups will be charged for the dates and times requested on the field permit. Rainouts and cancelled practices or games designated by the leagues or coaches will not be refunded.

IX. Field User Group Communication

A. Each Field User Group will designate a Coordinator for their organization. All communication between the City and the organization will be through the designated Coordinator.

B. At the bi-annual Field User Groups meeting, the Community Services Department staff will discuss with the Field User Group coordinators the schedule for the upcoming season(s) and review the Athletic Field policies. Additional meetings may be called, as needed.

C. Field User Groups are responsible for informing their participants using the facility of all of the field rules and must ensure the enforcement of these rules.

D. Field User Group Coordinators will be able to communicate with city staff by email, phone, or in person. The coordinators will also be able to access approved the field reservations online.

E. Probation

1. If any Field User Group does not follow any of the stated field policies, the Field User Group may be placed on probation and is subject to having their Field Permit suspended or revoked.
2. A letter will be given to the Field User Group to notify them of the probation. The Field User Group has 14 days to appeal the probationary status.

F. Appeal Process

1. In the case of a dispute over the meaning, interpretation or intent of any portion of these field use policies, User Groups may appeal decisions to the Director of the Community Services Department.

X. Field Use Requirements

A. Field Reservation Forms can be submitted twice a year. For field use between January 1 and June 30, field reservation forms must be turned in by 5pm December 1. For field use between July 1 and December 31, field reservation forms must be turned in by 5pm May 1 to the Field Reservation Coordinator. Field reservation forms turned in after these specified dates will be given space on a space available basis.

B. Field User Groups may not loan or sublet to any other organization or individual any of the privileges or services provided by the City.

C. Each User Group is limited to conducting only the activities specified in their Field Use Permit. Examples of activities that will not be allowed without prior approval include clinics, conditioning camps, tournaments or off – season use, or any unauthorized use.

D. An organization conducting an activity on City fields must provide adequate insurance to the Community Services Department prior to the start of the activity. All groups must provide a certificate of insurance naming the City, its employees, agents and officers as an additional insured.

E. The Community Services Department reserves the right to close any field that is maintained by the City for safety reasons (example: rainouts, park improvements). In the event of closure, the Department will attempt to contact each field user and will post a notice on the Field Closure Hotline at (650) 330-2590.

F. All city-scheduled field closures must be adhered to by all Field User Groups. Failure to do so may result in the loss of field use.

G. Any coach or team that uses a closed field is subject to a one – year ban from using City facilities.

H. All participants, coaches, and spectators must refrain from excess noise. No amplified sound is allowed without a special use permit.

I. Participants should store all personal belongings properly. Personal belongings should not block any walkways or be left in areas that could result in safety hazards.

J. Participants may not enter the field prior to rental time and never without proper supervision or coaches or event coordinators being present.

K. All participants must exit the area at the conclusion of the scheduled rental time so other programs may begin on time.

L. When possible, a 15 minute open time period will be used to allow one group to clear the field before another starts. Groups must vacate fields on time and not use this open period for game time.

M. City staff must approve posting of signs or setting up billboards prior to posting. These items are not to be stored on City property or in public areas.

N. No vehicles are allowed on grounds or surrounding grass areas. Cars

must use designated parking spaces. Be mindful of emergency exit areas, fire lanes, and loading and unloading areas.

O. Groups shall replace or be billed for any destroyed or damaged City equipment or property.

P. Groups are to provide their own recreational equipment. All special activities or equipment must have prior approval.

Q. All areas are to be left clean after any activity. Groups are required to remove all garbage from the premises.

R. Pets are not allowed to be off leash on playing fields during scheduled activities.

S. No eating, smoking, or alcohol on sports fields.

T. The Community Services Department Staff will enforce the use of the fields and ensure that all Field User Groups adhere to the above requirements of the City of Menlo Park.

EXHIBIT F
District Policy, Section 1330

USE OF SCHOOL FACILITIES

The Governing Board supports the use of the District's school facilities as Civic Centers and recognizes that many activities benefit the youth of the community and contribute to the educational experiences of pupils and contribute to the general welfare of the community by housing important activities.

The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

In accordance with the Civic Center Act, the Board shall charge fees for the use of facilities for activities at different levels depending upon whether the organizations are "non-profit" or "for-profit." The Board will establish reasonable regulations that protect the facilities and the furnishings and equipment that are housed within them.

All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, priority shall be provided to non-profit organizations which benefit children of the Community. The use of facilities shall be determined on a first-come, first-served basis.

Definition of Use and Associated Fees

Since school district financial resources are limited and the community use of facilities can result in significant costs, the District may receive some or all of these costs pursuant to Education Code 38139. In accordance with the Civic Center Act, the Board established the following categories of use and assessment of fees:

1. Use by Non-profit Youth and School Oriented Organizations:

The Board authorizes the use of school buildings without charge by non-profit organizations, clubs or associations organized to promote youth and school activities. These groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire, Inc., Parent-Teacher Organization events and the organizations and services that it sponsors (that are not contracted with for-profit businesses), School Community Advisory Councils, Educational Foundations, and other organizations that support and/or contribute to youth. Field use by non-profit community youth athletic organizations will be charged a direct cost that correlates with local and regional standards unless otherwise adjusted by the Superintendent or designee.

2. Use by Organizations that are For-Profit:

The Board authorizes the assessment of a cost for the use of facilities to organizations that may be directly contributing to the youth of the community, but are "for-profit."

Additionally, the district costs may be charged to municipalities and alumni organizations for meetings and/or events, depending upon the nature of the activity. In the event of reciprocal arrangements with municipalities and other educational agencies, fees may be waived. This assessment is made to ensure that the costs associated with such use will not encroach upon the general funds that support regular district and school operations.

Use of school facilities by organizations, which are not beneficial to youth or the community, such as entertainment, or meetings where admission is charged or charitable events that do not contribute to children or the welfare of the community, will be discouraged.

For each of the categories above, a district cost may be assessed for the compensation of a district employee to provide supervision and custodial services.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community Recreation Program

38130-38138 Civic Center Act: Use of school property of public purposes

ATTORNEY GENERAL OPINIONS

79 Ops. Cal. Atty. Gen. 248 (1996)

COURT DECISIONS

Lamb's Chapel v. Center Moriches Union Free School District (1993) 113 S.Ct. 2141

Cole v. Richardson (1972) 405 U.S. 676, 92 S.Ct. 1332

Connell v. Higgenbotham, (1971) 403 U.S... 207, 91 S.Ct. 1772

ACLU of So. Calif v. Board of Education of San Diego, (1963) 59 Cal. 2d 224

ACLU of So. Calif v. Board of Education of Los Angeles, (1963) 59 Cal. 2d 203

ACLU of So. Calif v. Board of Education of San Diego, (1961) 55 Cal. 2d 906

ACLU of So. Calif v. Board of Education of Los Angeles, (1961) 55 Cal. 2d 167

Policy

Adopted: June 26, 2003

Revised: June 14, 2011

MENLO PARK CITY SCHOOL DISTRICT

USE OF SCHOOL FACILITIES

Application for Use of Facilities

The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities which:

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds, and protect school facilities. If necessary, a person may be designated to supervise this task.
3. Ensure that the use of facilities or grounds is consistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of school work. (Education Code 38133)

Any persons applying for the use of school property on behalf of any society, group or organization shall present written authorization from the group to make the application.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 38131, 38132)

1. Public, literary, scientific, recreational, educational or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

USE OF SCHOOL FACILITIES

9. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work
3. Any use which is discriminatory in the legal sense
4. Any use which involves the possession, consumption or sale of alcoholic beverages or any restricted substances on school property
5. According to state law, the use of tobacco products on school property
6. Any use that would substantially and adversely impact the adjacent neighborhood to the school

Misuse, Damage and Liability

Groups or persons using school facilities shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities.

Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk and provide the district with evidence of liability insurance and include the district as an additional insured on its liability policy.

The Superintendent or designee may require a hold harmless agreement when warranted by the type of activity or the specific facility being used.

The following are other reasonable regulations that shall ensure the appropriate use of facilities and protect the district facilities, furnishings and equipment.

1. The use of district-owned computer technology equipment shall not be authorized to individuals and/or groups requesting the use of facilities.
2. Authorization for the use of any equipment and furniture will be made on a case by case basis by the Superintendent or designee.

USE OF SCHOOL FACILITIES

3. It will be the responsibility of the user of facilities to restore the facility to the status prior to the use.
4. Facilities where confidential personnel and student information is stored such as administrative and special education spaces, will not be available for use.
5. The instructional setting of classrooms or other facilities shall be preserved by the user. Materials, white boards and other aspects of the instructional setting shall not be changed or altered.
6. School keys must remain in the possession of authorized school district employees or identified school representatives. Buildings will be opened, attended and closed by an authorized employee or representative of the district.
7. An approved application may be revoked with reasonable notice when school facilities are needed for school and/or district purposes.
8. The site administration is responsible for assigning facilities to be used and may wish to restrict the use of classrooms if such use may negatively impact ongoing classroom or student projects and activities. The site administration may also restrict usage if it is determined that a classroom or facility is unsuitable for use by an outside organization.
9. The use of outdoor facilities, such as athletic fields, during inclement weather, may be restricted because of substantial wear and tear on the facility.
10. Restrictions on use may be imposed for non-profit oriented organizations serving youth if the organization does not intend to serve the youth of the local community (scheduling, wear on facilities and other factors regarding impacts will be considered).

Regulation
approved: January 16, 2003
Revised: June 14, 2011

MENLO PARK CITY SCHOOL DISTRICT
Atherton, California

USE OF SCHOOL FACILITIES**Schedule of Rates for Use of District Facilities**

FACILITY	<u>NON-PROFIT</u>	<u>FOR-PROFIT</u>
Classroom	\$12 per/hour	\$30
Library	\$17 per/hour	\$35
Multipurpose Room	\$50 per/hour	\$80
Restrooms*	\$10 per/hour	\$20

Fields: Costs of fields will be assessed at the rate established by the Community Services Department of the City of Menlo Park (see Exhibit 1330 B) or will be adjusted prior to use by authorized community athletic leagues according to the level of volunteer labor and donations, as defined by the Superintendent or designee.

Additional costs for supervision and custodial services for a district employee may be assessed if the facility is not open (approximately \$35 - \$40 per hour).

Fees for "for profit" businesses will be reduced to the "non-profit" rate if the business provides scholarships for students identified by the District as "low income" at the level which is stipulated by the sponsoring School Parent-Teacher Organization or the District.

Fees for the use of the multi-purpose rooms or fields may be reduced by the Superintendent or designee in the event the number of participants is small and the impact on the facility is deemed less than significant.

Exhibit
approved: January 16, 2003
Revised: June 14, 2011

MENLO PARK CITY SCHOOL DISTRICT
Atherton, California

Memo

To: Parks and Recreation Commission
From: Derek Schweigart, Community Services Manager
Date: May 28, 2014
Re: Director's Update and Announcements for May 2014

1. Gymnastics

The spring session has begun for the Gymnastics program and almost all of the preschool classes are filled to capacity with summer registration in progress. After a three week break during the lighting retrofit, the preschool children were excited to begin classes. For the Developmental Program, the Boys and Girls teams conducted practices during some of the closure and were able to add three new boys to the group. The Girls Team showed much progress with several girls moving up a level making room for new students.

2. First Annual Summer Camp Fair a Success!

The Community Services Department hosted their first summer camp fair at the Arrillaga Family Recreation Center on Friday, May 9th to promote all city-run and city-sponsored summer camps. Parents had an opportunity to meet camp providers and have questions answered while their kids hopped in the bounce house, made crafts, and played games led by summer staff. Nutty the Squirrel was present to kick off the event and staff awarded raffle prizes to enthusiastic recipients at the end of the evening. The Community Services Department offered a 10% discount on all summer camp registrations processed during the event. In just two short hours there were 80 camp registrations processed totaling over \$19,000 in revenue.

3. Bedwell-Bayfront Clean-up Effort by DPR Construction

On Saturday, May 17th the 2014 DPR Construction of Redwood City organized a clean-up effort of Bedwell-Bayfront Park. An estimated 9 one-gallon bags of small trash, 2 waste receptacles, 7 shopping carts, and 15 old tires were retrieved from the ponds. Recology provided the drop-off of 4 large garbage bins and 3 large recycling bins, which ultimately wasn't enough to contain the amount of debris removed from the park. This effort was supported by the City's Environmental, Community Services, and Public Works departments. A number of park goers thanked the volunteers for their efforts and also expressed interest in future clean-ups.

4. Special Events

Nearly 90 people participated in a sing-along to ABBA's greatest songs at our Mamma Mia! Mother's Day Sing-along! that was held on Saturday, May 10th at the Menlo-Atherton Performing Arts Center. Guggenheim Entertainment provided a pre-show introduction and explanation of the sing-along elements. Guests were encouraged to dress up as their favorite Mamma Mia! character and play along with the movie. A special "Fun Pack" was given to each ticket holder where they could interact with the movie. The event was free for all the mothers in honor of Mother's Day. A Princess Bride Father's Day Quote-along! will be held on June 15th as well. The quote-along will be free for dads.

The Community Services Department hosted its Annual Kite Day at Bedwell-Bayfront Park on Saturday, May 3rd. An estimated 500 people were in attendance to fly kites in the park with their families. The Friends of Bedwell-Bayfront Park were present to provide information on the park and the Menlo Park Kiwanis volunteered their time to barbeque the hot dogs. Two new additions to the event included face-painting and a snow cone booth.

5. Menlo Park Senior Center

Menlo Park Senior Center hosted its annual Cinco de Mayo Fiesta on May 2nd with over 120 in attendance. A local mariachi band featuring some of our seniors played music, our Senior Center Folkloric Dance Troupe performed traditional dances, and the delicious meal was cooked in-house with the help of staff and volunteers.

Menlo Park Senior Center is starting a new collaboration with Stanford Hospital and Sequoia Hospital in June. The series of eight workshops focuses on fall prevention. These lecture and exercise classes are offered in English, but we are working on recruiting Spanish presenters for future workshops. The program comes to the users free of charge.

6. Belle Haven Neighborhood Action Plan

It has been very active in Belle Haven in terms of the Action Plan implementation. On Saturday, April 26th, the Grand Opening of the Neighborhood Services Center was held with over 50 residents, City staff, City Council, Commissioners, neighborhood partners and Facebook representatives in attendance. It was a special day for the neighborhood residents who have been waiting many years for this day. Following the Grand Opening on Wednesday, April 30th, a Police Dialogue was held at the new Neighborhood Services Center with 40 residents and Police in attendance engaging in productive conversations and relationship building with each other. The Public Safety Action Team continues to meet with more residents participating and beginning to develop action plans.

Announcements

1. The City Council made commission appointments at their April 29th meeting, appointing two new members to the Parks and Recreation Commission to fill current vacancies. The new members of the commission are Thomas Stanwood and Elidia Tafoya. We want to extend a warm welcome to our new commissioners.

2. The Community Services Team is proud to announce that Noreen Bickel has been promoted to our vacant Community Services Manager position that was previously filled by Katrina Whiteaker (who continues to work for us part-time). Noreen has been with the City for over 6 years and in that time has become a leadership academy facilitator and finished her MBA. Noreen will be joining the other Community Services Manager, Derek Schweigart as City staff liaisons to the Parks and Recreation Commission.