



PARKS & RECREATION COMMISSION AGENDA

Regular Meeting
Wednesday, February 25, 2015 at 6:30 PM
Arrillaga Family Recreation Center
701 Laurel Street, Menlo Park, CA 94025

CALL TO ORDER

ROLL CALL – Cebrian, Cox (Chair), Harris, Palefsky (Vice-Chair), Stanwood, Tafoya

A. PUBLIC COMMENT (Limited to 30 minutes)

Under “Public Comment,” the public may address the advisory body on any subject not listed on the agenda within the jurisdiction of the Commission. 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. The public may address the Commission regarding items listed on the agenda during the consideration of each item.

B. REGULAR BUSINESS

- B1.** Accept Commission minutes for the meeting of January 28, 2015 ([attachment](#))
- B2.** Presentation to Tom Cecil, former Parks and Recreation Commissioner
- B3.** Presentation and discussion regarding Aquatics Contractor Annual Report ([attachment](#))
- B4.** Review and discuss proposed changes to City’s Master Fee Schedule for the Community Services Department for FY 2015-16 ([attachment](#))

C. REPORTS AND ANNOUNCEMENTS

- C1.** Bedwell-Bayfront Park Commission Sub-Committee report

D. INFORMATION ITEMS

D1. Community Service Department Director's update and announcements
([attachment](#))

E. ADJOURNMENT

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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.

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PARKS & RECREATION COMMISSION **DRAFT MINUTES**

Regular Meeting
Wednesday, January 28, 2015 at 6:30 PM
Arrillaga Family Recreation Center
701 Laurel Street, Menlo Park, CA 94025

The meeting was called to order by Chair Kristin Cox at 6:37 P.M.

ROLL CALL:

Present: Cebrian, Cox (Chair), Palefsky (Vice Chair), Harris, Tafoya, vacancy
Absent: Stanwood
Staff: Derek Schweigart, Community Services Manager

A. PUBLIC COMMENT

Jim Lewis reported on progress of the Great Spirit Path Project in Bedwell-Bayfront Park. ([handout](#))

B. REGULAR BUSINESS

B1. Accept Commission minutes for the meeting of December 17, 2014 ([attachment](#))

ACTION: Motion/Second (Cox/Harris) to approve the minutes for the December meeting. Motion passes with all present members in favor (Stanwood absent).

Chair Cox called Reports and Announcements Item C1 out of order.

C1. Presentation on San Mateo County's Flood Park ([attachment](#))

Marlene Finley from the San Mateo County Parks and Recreation Department spoke about the history of the park and its current status.

Chair Cox called Information Item D1 out of order.

D1. Update on Alternative Service Delivery for Gymnastics ([attachment](#))

Staff liaison, Derek Schweigart, stated that this is an informational item and no action shall be taken. After a status update presented by Derek, the Commission Chair opened public comment for this item.

The following members from the public spoke about the gymnastics program.

Michael Dekshenieks, Sue Ann Eason, Janelle London, Luise Furukawa, Ellen Schneider, Katrina Morris.

Lisa Sobrato Sonsini spoke about gymnastics program and asked the Commission to voice the comments to the City Council.

Commission Chair closed the public comment and called Regular Business Item B2.

B2. Review and discuss ADA and Inclusive Program Policies for Adults ([attachment](#))

Commission members discussed the current City practices and policies for youth and adults. They are interested in learning about other cities' practices on this matter.

C. REPORTS AND ANNOUNCEMENTS

There were no reports and announcements.

D. INFORMATION ITEMS

D2. Community Service Department Director's update and announcements ([attachment](#))

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

E. ADJOURNMENT at 8:10 P.M.

Prepared by: Jelena Harada

Memo

To: Parks and Recreation Commission
From: Derek Schweigart, Community Services Manager
Date: February 25, 2015
Re: Aquatics Contractor Required Annual Report

Background

The City of Menlo Park has provided aquatics programs at Burgess Park since the 1960's and at the Belle Haven pool since the 1980's. In 2006, the Burgess Pool was extensively renovated using Measure T bonds, including addition of a 25 meter x 25 yard lap pool, 25 yard x 50 foot instructional pool, a wading pool with a mushroom splash feature, locker rooms, showers, a central lobby, support offices and concrete pool decks. Prior to the renovation, the annual net cost to operate the pool was roughly \$590,000.

The Belle Haven Pool was traditionally operated by the City mid-June through late August and averaged about 5,500 participants per season. Prior to being contracted out to Menlo Swim and Sport in 2011, the 2010-2011 budget for the Belle Haven pool was \$184,000 which included the cost of City staffing and utilities.

Prior to completing the construction of the Burgess project and opening the facility in 2006, the City had undertaken a community-based budget process called *Your City/Your Decision*, the results of which provided guidance for making difficult budget reductions. As a result of this process, the aquatics budget was identified for reduction. Due to the nature of public aquatic programs and facilities, achieving full cost recovery was not seen as possible, given that the new facility -- with multiple pools -- would have higher costs than previously incurred. Several options for cost savings were discussed, including reduced operational hours, pool closure during winter months, and closing the Belle Haven pool entirely. An alternative solution was reached in May 2006, when the City of Menlo Park entered into a Lease Agreement with a private contractor, Menlo Swim and Sport, to operate the Burgess facility and provide aquatic programming year-round for five years. This original lease agreement expired in May, 2011.

In April 2010, the City began seeking proposals from aquatic providers to operate the Burgess Aquatic Facility and the aquatic programming with the expiration of the original lease with Menlo Swim and Sport. In addition, as a part of the development of long term budget cutting strategies, staff decided to include the option to bid on operations at the Belle Haven Pool.

The Parks and Recreation Commission developed the general RFP requirements and appointed an RFP review subcommittee that included residents, pool users, City staff and aquatics experts.

Overview of the Pool RFP Process

The required scope of services for the Burgess Pool site included permitting operations between the hours of 5 a.m. and 10 p.m. seven days a week and 365 days a year. The RFP required that bidders provide, at a minimum, the following aquatic services: Recreational/Open Swimming, Swim Lessons, Lap Swimming, Masters Swimming, Swim Team, and Community Rentals. Additional proposal requirements for the Belle Haven Pool included opening the site for public use a minimum of 9 am to 7 pm during the summer season for, at a minimum, swim lessons, recreation/open swim, and lap swim.

The RFP required respondents to ensure that fees charged for public lap swimming, open/recreational swim, and swim lessons be comparable to rates and fees charged by other public facilities in surrounding communities and that rental space for other community organizations and users be provided on a reasonable and comparable fee basis. The RFP also required that the Belle Haven Pool remain an accessible community resource for the Belle Haven neighborhood and that Belle Haven Pool fees not exceed an approved rate or increase without prior City approval. The RFP indicated that all fees will be subject to review by City staff and the Parks & Recreation Commission for public input as part of an annual review process.

Similarly, the RFP required the bidder to demonstrate how they would remain in compliance with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. The Provider was required to maintain health and safety standards, take all appropriate and necessary steps to provide adequate risk management and acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability insurance through company/ies approved by the City. The RFP also stated that the City reserves the right to conduct or require periodic and regular site inspections and operational audits either internally or by outside aquatic experts.

The RFP required that the Provider be responsible for the maintenance of the equipment and facility at Burgess Pool including:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The RFP required that the Provider be responsible for the maintenance of the equipment and facility at Belle Haven Pool including:

- Two pools
- Office Area

- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The RFP asked the bidder to assume sole financial responsibility for the operation, maintenance, and expenses of the pool sites including

- The full cost of the separately metered utilities including electrical, gas, and water.
- The full cost of pool chemicals and equipment, janitorial services, building and equipment maintenance, and grounds maintenance to the same standards as performed by the City or per manufacturer or industry guidelines.
- The actual cost of the City staff time to provide contract oversight including costs of the Finance, Community Services, and Public Works Departments.

The RFP required the Provider to pay a rental fee for the usage of the Burgess Pool with options for providing services at the Belle Haven Pool. Respondents were asked to provide proposals for all three of the following lease agreements:

A. A monthly lease payment for the Burgess Aquatics Center

B. A monthly lease payment for the Burgess Aquatics Center and provision of seasonal pool operations at the Belle Haven Pool

C. A monthly lease payment for the Burgess Aquatics Center and provision of annual pool operations at the Belle Haven Pool

RFP Distribution and Response

The RFP was issued on August 30, 2010. The RFP was sent to three pre-qualified providers including Menlo Swim and Sport (current provider), California Sports Center (currently operating pools in the City of San Jose) and SOLO Aquatics (current Burgess Pool renter and swim club). In addition, the City sent the RFP to twelve other private aquatics operators in the area, predominately swim schools. Two proposals were submitted to the City, including proposals from Menlo Swim and Sport and SOLO Aquatics. After extensive community input and debate by the Committee, the Parks and Recreation Commission recommended approval of a lease agreement with Menlo Swim and Sport. It is estimated that this process, which took place over roughly a year, consumed more than 1000 hours of City staff time, including the City Attorney, City Manager, Community Services Director, Assistant Public Works Director and Community Services Manager.

Balancing Public and Provider Needs in an Appropriate Business Model

As a private-public partnership, the lease agreement is constructed to allow the operator to implement a successful business model resulting in enough profit to allow a lease payment as well as a fair return to the operator. The assumption is that maintaining a fair and reasonable profit for the operator while balancing community needs is important to maintaining the long-term quality and success of the aquatics programs. In exchange for a reasonable profit, the operator will be expected to maintain certain standards and serve a wide spectrum of aquatic users. The lease also allows the contractor to operate with a high degree of autonomy given their position as the direct service provider closest to the end

users and the deepest understanding of the program needs for the entire aquatics community that this position implies.

While the City, through the work of staff and the Parks and Recreation Commission, provides oversight of overall operations and ensures community satisfaction and safety, the contractor is responsible for daily operations, schedules, fees, maintenance, customer communication, and the core functions of aquatics programs. The business model implied in the lease allows for competition in order to provide the highest quality programs, whether provided by the operator directly, by a rental group or additional contractor, or by both. Competition and choices allow participants options and meets the diverse needs of the community. In addition, the business model allows the provider to offer new programming and develop creative ideas to supplement traditional and long-standing aquatics programming. This allows the operator to meet the ever-changing and evolving needs of the community.

Rental Payment

In determining the appropriate rental payment for the lease agreement, staff considered the following:

- Impact of the rental fee on the long-term sustainability of the operator
- Impact of the rental fee on the operator's ability to maintain high quality programming
- Impact of the rental fee on the operator's ability to maintain participant safety
- The impact of existing program subsidies and community benefit
- City General Fund savings from elimination of utilities, chemicals, maintenance and other costs
- The limitations of the physical capacity of the pool and the result on the operator's ability to generate additional revenue
- The age of the pool and the increasing cost of maintenance over time

The Lease Agreement (Attachment A) requires MSS to provide an annual report to the Commission in February of each year that includes:

- a. Total program hours by program area;
- b. Participation statistics by program area including resident and non-resident percentages;
- c. Customer satisfaction survey results;
- d. User group feedback by program area or rental;
- e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
- f. Fees by program area and fee comparison to other public pools in the region;
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 11, below, are met;
- h. Risk management documentation, outlined in Section 12, below; and
- i. Training certifications listed by staff members.

Discussion

The 2015 report, being received this month by the Commission, is an important milestone, as the current Lease expires in May of 2016, and the Commission will be asked to recommend to the Council an extension of the lease for an additional time period to be determined, or another RFP process, which would need to begin in May of this year.

City staff is requesting that the Parks and Recreation Commission consider the following questions in order to provide feedback and direction on the topic of a lease extension or an RFP process:

1. Given the performance record of MSS as well as a lack of other qualified aquatics providers and the staff time required for a full RFP process, does the Commission support a contract extension with MSS?
2. If so, what questions does the Commission have about Aquatics operations, the current provider and the current lease that would provide a basis for input in changes to the lease to include in an extension?, an RFP process or other options? Additional information may include, but not be limited to, contracted service examples and best practices in other Parks and Recreation agencies.
3. If the Commission does not support a lease extension at this time, what additional information is needed in order to weigh the pros and cons of a lease extension versus a complete RFP process?
4. What are the next steps the Commission would like to take?

Suggested Time Line

City staff suggest the following time line for developing a recommendation to the Council on this topic:

February meeting:	Review annual report from MSS Discuss above focus questions and others Direct staff on additional information needed, if any
March meeting:	City staff provide update to the Commission on information requested and proposed process. Commission recommend lease changes / stipulations
April meeting:	Commission finalize recommend lease extension (or RFP process)
May meeting:	Recommendation to Council to extend lease or issue RFP\

Attachments:

1. MSS Annual Report to City of Menlo Park 2015
2. Team Sheeper, LLC Lease Agreement 2011



Menlo Swim and Sport

Annual Report to the City of Menlo Park

February 18, 2015

Menlo Swim and Sport

Total Amount of Program Hours by Program	4
Participation Statistics by Program	6
Customer Satisfaction Survey Results	7
Pool Schedule and Space Allocation by Program	9
Pricing Structure	17
Annual Audits and Review Demonstrating Standards of Care	17
Risk Management Documentation	18
Staff Training Certifications	19
Facility Maintenance	19
Program Transition to Include Lane Changing Coordination	20
Description of Programs	20
Special Events and Accomplishments	22
Charitable Organizations	23
Menlo Swim and Sport Goals for 2015	24

Annual Report to the City of Menlo Park

Menlo Swim and Sport entered into a public/private partnership with the City of Menlo Park to operate the Burgess Pool in May 2006. The company is dedicated to serving the community by promoting healthy, balanced lifestyles through aquatic sports and outdoor family activity. In cooperation with the City of Menlo Park, Menlo Swim and Sport endeavors to make full use of the facility by providing a proactive approach to sports and aquatic programming.

It is estimated that more than 488,000 people visit the Burgess Pool facility, and 15,500 people visit the Belle Haven Pool facility on an annual basis.

In 2014, Menlo Swim and Sport experienced continued, steady growth of its core programming at its Burgess Pool facility and maintained continued year-round operations at the Belle Haven facility, beyond the required 10-week summer period.

This report reflects the most complete information that Menlo Swim and Sport has relative to the requested areas of interest indicated by the City of Menlo Park.

Total Amount of Program Hours by Program

Menlo Swim and Sport provided the following programming at the Burgess Pool Facility:

BURGESS POOL PROGRAMMING - 2014	
Program	Program Hours
Aqua Fit	12 classes/week
Camp Menlo	25 hours/week (summer and school holidays)
Beyond Studio Cycling	10 workouts/week
Lap Swim	85 hours/week - fall & winter 88 hours/week - spring & summer
Masters Swimming	21 hours/week
Masters Water Polo	3.5 hours/week
Menlo Fit/Boot Camp	21 hours/week
Menlo Mavericks (Swim)	15 hours/week
Menlo Mavericks (Polo)	4.5 hours/week
Open Swim	38.25 hours/week - fall & winter 56 hours/week - spring & summer
Personal Training	20 hours/week
Swim School - Youth	50 hours/week
Triathlon Team - Adult	18 hours/week
Water Safety Classes	37.5 hours/quarter
SOLO Aquatics	7.5 hours/week
Team in Training (TNT)	3.5 hours/week

TOTAL AMOUNT OF PROGRAM HOURS BY PROGRAM AREA

Menlo Swim and Sport provided the following programming at the Belle Haven Pool Facility

BELLE HAVEN POOL PROGRAMMING - 2014	
Program	Program Hours
Aqua Fit	2 hours/week
Camp Menlo	25 hours/week (summer)
Lap Swim	15 hours/week (non-summer) 44 hours/week (summer)
Menlo Mavericks (Polo)	10 hours/week
Open Swim	15 hours/week (non-summer) 35 hours/week (summer)
Personal Training	1 hours/week
Swim School - Youth	21 hours/week (summer)

Participation Statistics by Program

PARTICIPATION STATISTICS BURGESS

BURGESS POOL PARTICIPATION STATISTICS		
Program Area	2014 Participation	2013 Participation
Aqua Fit	88 active online memberships, approximately 292 drop-ins per year.	59 active online memberships, approximately 173 drop-ins per year.
Camp Menlo	1,500 participants annually	1,300 participants/annually
Beyond Studio Cycling	12 active online memberships Drop-ins: 157	15 active online memberships Drop-ins: 140
Lap Swim	18,754 drop in customers Approximately 249 customers with monthly lap swim memberships	22,000 drop in customers Approximately 245 customers with monthly lap swim memberships
Masters Swimming	300+ active members	300+ active members
Masters Water Polo	20 active members	25 active members
Menlo Fit/Boot Camp	65 active members Drop In: 33	Approximately 330 participants/week
Menlo Mavericks (Swim/Polo)	Non-summer: 355 Summer: 320	Non-summer: 250 members Summer: 380 members
Open Swim	23,350 drop-in customers 53 Summer Family Swim Passes	30,000 drop-in customers 50 Summer Family Swim Passes
Personal Training	Approximately 65/month	Approximately 180/month
Swim School - Youth	Approximately 1,250 students per week, or 60,000 lessons given annually.	Approximately 1,250 students per week, or 60,000 lessons given annually.
Triathlon Team - Adult	80 members	80 members
Water Safety Classes	111 certifications	146 certifications
SOLO Aquatics	Estimated at 80 members	Estimated at 80 members
Team in Training (TNT)	100-150 people per quarter	100-150 people per quarter

PARTICIPATION STATISTICS - BELLE HAVEN

BELLE HAVEN POOL PARTICIPATION STATISTICS		
Program Area	2014 Participation	2013 Participation
Aqua Fit	7/week - summer	2/week - summer
Camp Menlo	15/week - summer	10/week - summer
Lap Swim - Members	4/week - year-round	19/week - year-round
Lap Swim - Drop In	11/week - year-round	27/week - year-round
Menlo Mavericks (Polo)	60/week - year-round	35/week - year-round
Open Swim - Drop In	22/week - year-round average	62/week - summer
Swim School	80/week - summer	88/week - summer

Customer Satisfaction Survey Results

INCLUDES USER GROUP FEEDBACK BY PROGRAM AREA OR RENTAL

Menlo Swim and Sport conducted an annual survey of various pool user groups in 2014, which was made available online and in paper form at the front desk. Links to the online survey were provided to facility users via the Menlo Swim and Sport monthly newsletter. Facility users were also notified that a paper based version of the survey was available. Team in Training and SOLO were provided with links to the survey; however, data was not received from either group. The results are documented below.

The following questions were asked of Menlo Swim and Sport aquatic participants:

1. As a direct result of participating at the pool, I (or my child) have improved upon or developed a new skill.
2. As a direct result of participating at the pool, I (or my child) feel closer to my community.
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.
4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

MENLO SWIM AND SPORT PARTICIPANTS - 2014 SURVEY RESPONSES				
Answer Options	Question #1	Question #2	Question #3	Question #4
Strongly Agree	47.59%	21.69%	73.49%	46.99%
Agree	39.16%	41.57%	22.29%	33.73%
Neither Agree Nor Disagree	9.64%	31.93%	3.01%	16.27%
Disagree	1.81%	4.22%	0.6%	1.2%
Strongly Disagree	1.81%	0.6%	0.6%	1.81%

The following questions were asked of the Belle Haven Pool aquatic participants:

1. As a direct result of participating at Belle Haven Pool, I (or my child) have improved upon or developed a new skill.
2. As a direct result of participating at Belle Haven Pool, I (or my child) feel closer to my community.
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.
4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

BELLE HAVEN POOL

BELLE HAVEN POOL PARTICIPANTS - 2014 SURVEY RESPONSES				
Answer Options	Question #1	Question #2	Question #3	Question #4
Strongly Agree	75%	26.31%	80%	52.63%
Agree	20%	57.89%	20%	42.1%
Neither Agree Nor Disagree	5%	10.52%	n/a	5.26%
Disagree	n/a	5.26%	n/a	n/a
Strongly Disagree	n/a	n/a	n/a	n/a

Pool Schedule and Space Allocation by Program

INCLUDES PREVIOUS YEAR AND PROJECTIONS FOR 2015

Menlo Swim and Sport tracks its pool schedule and allocation of pool space by program area for both the Instructional Pool and the Performance Pool via monthly calendars. The records for January through December 2014 are attached to this document. The pool schedule and allocation for specific programs for 2015 will likely be consistent with the 2014 schedule. Minor changes to the schedule occur based on the modification or creation of new programs.

Fee Comparison by Program Area to Other Public Pools in the Region

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Aqua Fit (Water Exercise)	Drop In: \$20/ class \$79/month Senior & Student: Drop In: \$14/ class \$59.25/ month	Drop In: \$15/ class \$40/month Senior & Student: Drop In: \$11.50 \$28/month	n/a	n/a	n/a	n/a
Camp Menlo	\$345/wk.	\$335 Performance Water Polo \$260 Beginning WP & Spanish Immersion	n/a	n/a	Resident 1/2 Day: \$185 Full Day: \$340 Non-Resident 1/2 Day: \$210 Full Day: \$366	n/a
Indoor Cycling	Drop In: \$20/ class \$79/month	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Lap Swim	Resident Youth: \$4 Adult: \$6 Family: \$15 Senior & Student: \$5 \$47/month Non-Resident Youth: \$5 Adult: \$7 Family: \$18 Senior & Student: \$6 \$54/month	Resident Youth: \$3 Adult: \$4 Family: \$12 Senior & Student: \$4 \$40/month Non-Resident Youth: \$3 Adult: \$5 Family: \$15 Senior & Student: \$4 \$45/month	Non-Member Adult: \$5 Senior (60+): \$3 Member - Resident Adult: \$3.50 Senior (60+): \$2 Youth: \$3 Member - Non-Resident Adult: \$4 Senior (60+): \$2.50 Youth: \$3.50	Resident (25 Swims) - \$87.50 Non-Resident (25 Swims) - \$109 Resident Senior: (25 Swims) - \$30 Non-Resident Senior: (25 Swims) - \$38 Resident (1 Swim) - \$5 Non-Resident (1 Swim) - \$6	Resident Drop-in: \$6 12-punch: \$52 Monthly: \$50 Senior (55+): \$35 Non-Resident Drop-in: \$8 12-punch: \$62 Monthly: \$60 Senior (55+) \$45	Fees Youth: \$3 Adults 18-59: \$5 Senior (60+); \$3

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Masters Swimming	\$79/month Drop In: \$20/class Student/Sr. Drop In: \$14/class	\$40/month	Monthly dues: \$55 (\$50 for seniors 65+) Discounted semi-annual dues: \$300 (\$270 for seniors 65+) Drop-in: \$8	Resident: \$45 per month Non-Resident: \$55 per month Resident married couple: \$80 per month Non-Resident married couple: \$100 per month	Resident Drop-in: \$10 10 punch: \$64 Senior 10 punch: \$43 Non-Resident Drop-in: \$11 10 punch: \$74 Senior 10 punch: \$53 Masters monthly Resident: \$57 Non-Resident: \$67	n/a
Masters Water Polo	\$79/month Drop In: \$20/class Student/Sr. Drop In: \$14/class	n/a	n/a	n/a	n/a	n/a
Menlo Fit	All Access \$185/month Drop In: \$20/class Student/Sr. Drop In: \$14/class	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Youth Competitive Swim Team	Level 1 \$55 to \$75 per month	1/wk: \$55/month	Offered by PASA	Offered by Los Altos - Mountain View Aquatics	Pre-Comp Option 2 includes 15 minutes of extra conditioning	Pricing information unavailable
	Level 2 \$60 to \$81 per month	2/wk: \$65/month	Range from \$90 to \$240 per month depending on age and ability.	Range from \$100 to \$200 per month w/ discounts for multiple children.	1x per week Option 1: \$43 Option 2: \$56	
	Level 3 \$65 to \$86 per month	3/wk: \$75/month	Annual registration fees: \$240 per swimmer.	Annual registration fees: \$150 per swimmer plus 20 hrs. of service.	2x per week Option 1: \$85 Option 2: \$110	
	Level 4 \$81 to \$91 per month				3x per week Option 1: \$125 Option 2: \$160	
	Level 5 \$107 per month					
	Level 6 \$118 per month					

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Open Swim	Resident Youth: \$4 Adult: \$6 Family: \$15 Senior & Student: \$5 \$47/month Non-Resident Youth: \$5 Adult: \$7 Family: \$18 Senior & Student: \$6 \$54/month	Resident Youth: \$3 Adult: \$4 Family: \$12 Senior & Student: \$4 \$40/month Non-Resident Youth: \$3 Adult: \$5 Family: \$15 Senior & Student: \$4 \$45/month	Daily Drop In Youth: \$4 Adult: \$5 Senior: \$3 Infant: \$2 Resident 10-card program discount Youth: \$3 Adult: \$3.50 Senior: \$2 Non-Resident 10-card program discount Youth: \$3.50 Adult: \$4 Senior: \$2.50	Resident Child: \$3 Adult: \$4 Family: \$10 Non-Resident Child: \$4 Adult: \$5 Family: \$18 Spectator: \$3	Offered May to September: Pricing not currently available.	Baby Pool Drop-in: \$2 per child. Add'l \$1 per child Youth: \$3 Adult: \$5 Senior: (60+) \$3
Personal Training	Range from \$65 per 30 minutes to \$120 per hour	Range from \$50 per 30 minutes to \$115 per hour.	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Swim School	Water babies: \$86 per month Group: \$86 per month Semi-Private: \$144 per month Private: \$255 per month	Group: \$15/ lesson kids \$5/lesson (w/ BBAF Scholarship) Semi-Private: \$25 Private: \$45	Lessons provided with PASA during summer. Pricing not available.	Lessons in summer. Pricing not available.	Winter, Spring & Fall Session: Resident 1x per week: \$68 Non-Resident 1x per week: \$78 Resident 2x per week: \$120 Non-Resident 2x per week: \$130	Resident (10 classes): \$90 Non-Resident (10 classes): \$107
Triathlon Team, Menlo Fit (Boot Camp), ALL ACCESS	All Access \$180/month	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Water Polo - Youth	n/a	\$80/month \$32/month (w/BBAF Scholarship)	n/a	n/a	Residents 6-week session, 1/ wk: \$59 Non-Residents 6-week session, 1/ wk: \$69 Residents 8-week session, 1/ wk: \$77 Non-Residents 8-week session, 1/ wk: \$87	Resident 5 day camp: \$75 Non-Resident 5 day camp: \$89

Based on the above fee comparison, Menlo Swim and Sport continues to offer a full compliment of sport and aquatic programming relative to the public pools operating in the local area. This is evident by the fact that the other facilities do not offer camp programs, boot camp (Menlo Fit), indoor cycling (Beyond Studio Cycling) or triathlon teams (Team Sheepen). They offer limited masters water polo (only one facility), limited youth aquatic swim teams and water exercise (Aqua Fit) programs; and in some cases they do not offer swim lessons or a masters swim team.

The Burgess Pool facility via Menlo Swim and Sport continues to offers users a broad selection of high-quality aquatic programming at or below market rate.

Pricing Structure

Registration for adult programs continues with a simplified pricing structure. Patrons have the option to register for a single sport or activity (e.g. Level 1 or Level 2), or they can combine programs/activities with either the All-Access Silver or All-Access Gold packages.

MENLO SWIM AND SPORT MONTHLY PRICING LEVELS			
Level 1	Level 2	Level 3 (All Access Silver)	Level 4 (All Access Gold)
\$54	\$79	\$133	\$185
(Choose One) • Lap & Open Swim • Menlo Bike Club • Tattersols Women's Running Team • All Terrain Runners	(Choose One) • Aqua Fit Water Exercise • Masters Swim • Indoor Cycling • Menlo Mavens Water Polo	Access to All Level 1 and Level 2 programs. Except: • Boot Camp • Triathlon	Access to all Level 1 and Level 2 programs. Including: • Boot Camp • Triathlon

- Menlo Park Resident Lap Swim only membership available at \$47.
- 25% Senior, Student, and Family Discounts are available.

Annual Audits and Review Demonstrating Standards of Care

Menlo Swim and Sport takes great care in managing the facility above industry standards for public pools. Certified Pool Operators manage and care for the pool systems and balance the water on a daily basis. Written records are kept and reviewed on a regular basis by qualified city staff and the County Public Health Department. Custodial staff maintains the facility and surrounding grounds approximately eight to ten hours per day. Mid-day on-site restroom cleanings are conducted during the peak seasonal use times in order to keep up with the high volume of daily visits. It should be noted that the estimated number of people who pass through this facility is estimated to be 488,000 annually.

The company employs a human resources manager who tracks employee certifications and conducts and tracks employee training with the assistance of a human resources management and payroll system. Customer registration is conducted via two systems: one specifically deals with the nuances of the swim school, and the other system manages all non-swim school related functions.

The company's lifeguards are all fully certified and encouraged to seek advanced lifeguard certifications. Water safety/lifeguard instruction is provided by company staff to existing and

prospective employees. The lifeguarding surveillance techniques employed are consistent with the standards set by the American Red Cross.

Risk management and employee safety are addressed via monthly employee safety meetings. Menlo Swim and Sport continues to contract with DuAll Safety in order to stay current with relevant safety issues and to ensure that Menlo Swim and Sport meets the safety requirements required by the City of Menlo Park for the operation of the Burgess and Belle Haven Pools. The DuAll Safety Plan includes work in the following health and safety areas:

1. Injury and Illness Prevention Program (IIPP)
2. Confined Space Program Update and Revision
3. Emergency Action Plan revision
4. Hazardous Materials Business Plan Development (Burgess & Belle Haven Pool)
5. Exposure Control Plan (e.g. bloodborne pathogens)
6. Fall Protection Standard Operating Procedure
7. Heat Illness Prevention Program
8. Cold Illness Prevention Program
9. Ladder/Climb Safety Training
10. Chemical Inventory
11. Hazard Communication Program
12. Personal Protective Equipment (PPE) program
13. Respiratory Protection
14. Fall Protection
15. Driver Safety Training
16. Develop 2014 Safety Plan of Action
17. PPE Hazard Assessment
18. Aerosol Transmittable Disease (ATD) Plan

Knorr Systems Inc., is contracted to perform scheduled pool and equipment maintenance, and quarterly audits/analysis of the water to ensure proper chemical and operational balance.

Total Aquatic Management is scheduled to perform an operational audit for the Burgess Pool on February 14, 2015. The audit results were not available at the time of this report.

Risk Management Documentation

Menlo Swim and Sport has an active Risk Management Program for the Burgess and Belle Haven Pools which focuses on the following areas:

- **Emergency Action Plan (EAP):** Individual departments are trained via drills to respond to appropriate emergency scenarios (e.g. fire alarm); EAP guidelines are issued to new hires, relevant EAP sections are posted on employee break room walls; emergency equipment stations (e.g. first aid stations, AED & oxygen station), two way radio communication system is in place.
- **Facilities and Equipment:** The custodial staff has created and utilizes a Pool Maintenance Essential Duties Checklist as a guide for essential tasks and key job duties. The City conducts occasional inspections to ensure the company is maintaining the facility

appropriately. Any deficient areas are identified and addressed quickly by staff. Appropriate signage is maintained around both the Burgess and Belle Haven Pool facilities.

- **Supervision:** Menlo Swim and Sport employs in excess of 190 employees during the peak season of summer and maintains a staff of approximately 130 employees throughout the year. The company is structured with a CEO, Chief Financial Officer, Director of Operations, as well as directors for the following positions: human resources, customer service, athletic programming (e.g. swim school, camps), lifeguard, and marketing. The company now maintains a contract with an IT company for technology related issues. Menlo Swim and Sport maintains a comprehensive workers' compensation insurance plan as required by the State of California.
- **Training:** The management team (described above) works hard to ensure that the company provides high-quality staff with exceptional training in their area of expertise. Appropriate levels of training and screening occur prior to hiring new staff. Constant quality improvement is the goal when it comes to staff and program development.
- **Documentation:** Menlo Swim and Sport has created policy and procedure manuals to provide guidance to staff. These manuals are available for review upon request.
- **Safety Suggestion Boxes:** Menlo Swim and Sport provides Safety Suggestion Boxes for employees to submit ideas related to safety concerns and improvements. The Safety Committee follows up on these suggestions during its monthly safety meetings.

Staff Training Certifications

Lifeguards: Red Cross Lifeguard/First Aid, CPR/AED for the Professional Rescuer

Swim Coaches: American Swim Coaches Association (ASCA), USA Swim Coach, Lifeguard, Lifeguard Instructor, Automated External Defibrillator (AED), Crossfit Level 1, Emergency Medical Technician (EMT)

Other Coaches: Menlo Fit (Boot Camp): Individual fitness certifications; Aqua Fit: appropriate water exercise certifications, Triathlon Coaches: USA Triathlon (USAT), Cross Fit certification Level 1 and Cross Fit kids, and Associated Swim Coaches of America (ASCA) Level 3.

Pool Maintenance Staff: Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO)

Facility Maintenance

Custodial staff initiates a thorough cleaning of the all restrooms (men, women, and family) at least three hours prior to facility opening. An ongoing, mid-day facility cleaning of the restrooms and facility windows was added in fall of 2013 to account for the high visitor volume. The mid-day cleaning is handled by an outside vendor. Staff maintains the facility and surrounding grounds, spending eight to ten hours per day cleaning and maintaining the facility. Dozens of

restroom checks are conducted throughout the day by a combination of company lifeguard and management staff.

Staff spends at least three hours per day cleaning the surrounding outdoor areas to include: the pool deck, pool bottom & tiles, mechanical room, administrative offices, picnic areas and facility lobby. The City of Menlo Park conducts facility checks of both the Burgess and the Belle Haven Pools. Menlo Swim and Sport staff review the facility check reports and respond quickly to address any facility-related concerns noted by city staff.

Program Transition to Include Lane Changing Coordination

The Menlo Swim and Sport philosophy is to have shared water space and to rarely grant exclusivity of space to any one user group. Aligning with that theme the pools are transitioned/changed 16 times per day on average.

The daily pool schedule is printed in a hardcopy and available at the front desk and a schedule is also available online. The basic schedule remains the same year round with some alterations around the summertime schedule. The program transition process is initiated by our deck lifeguard staff that moves different colored cones in place by the lanes to signify the user group (yellow=laps, blue=open, orange=teams, green=private lesson). As a courtesy, our front desk staff alert users initiating their activity close to a transition time and our guard staff also alerts the current users to the impending change over and give users a 5-10 minute countdown.

Tolerance, flexibility and patience on the part of staff and users can always be improved. We feel that we have employed a transition system that is user-friendly and compassionate.

Description of Programs

Aqua Fit: Aqua Fit classes use the natural resistive forces of water to strengthen both muscles and the cardiovascular system. Water exercise has proven to be one of the healthiest, most versatile whole-body workouts for top athletes, fitness enthusiasts, youth and seniors alike.

Camp Menlo: Camp Menlo offers aquatics instruction, water sports, and dry land activities for a variety of ages. Menlo Swim and Sports goal is to give campers a unique and inspiring experience while cultivating skills for a lifetime of aquatics and sports safety, health, and enjoyment.

Lap Swim: Lanes are dedicated to lap swimming in the performance pool and the instructional pool seven days per week year-round with a lifeguard on duty at all times. We observe circle swimming when there are more than two swimmers per lane. The number of lanes for lap swimming varies according to scheduled activities in each pool, but during the times below, you will find designated lap lanes.

Masters Swimming: Menlo Masters was organized in 1988 and is now one of the largest Masters Swimming teams in Northern California and in the U.S. The club welcomes

participation from swimmers of all abilities, age 19 or over, who are interested in regular structured workouts.

Previous experience in competitive swimming is not necessary. Members range from beginning swimmers to triathletes to former collegiate swimmers and nationally-ranked Masters competitors.

Menlo Masters conducts ongoing conditioning, stroke instruction, intra-club activities, competitions, and social events throughout the year. Emphasis is placed on developing swimming skills, enhancing the enjoyment of swimming through regular workouts and professional instruction, and the promotion of lifetime fitness through swimming.

Masters Water Polo: Menlo Swim and Sport offers women's water polo for all experience levels, ages 19 and over. Our team, the Menlo Mavens, is a fun, inclusive, and diverse group with a passion for water polo. The coaching staff brings years of top level play and coaching experience to the Menlo Mavens team. Our goal is to build a strong and exciting women's water polo program that both introduces new players to the sport and provides professional coaching and challenge for experienced players.

Menlo Fit: Menlo Fit offers 21 weekly classes of boot camp with experienced and trusted instructors who provide a variety of cardio interval training routines.

Menlo Mavericks (Swim and Water Polo): The Menlo Mavericks is a year round swim team, which aims to create a swimming community that is extremely positive about being in and around the water. We emphasize learning sound techniques through our committed and competent coaches in a pleasant and positive environment. With a team segmented into smaller groups to meet the needs of swimmers of all ability levels, the Menlo Mavericks receive the best quality of coaching, instruction, and fun. In 2012, the team became an officially recognized USA Swimming program.

Open Swim: The pool is open to the community seven days per week. Lifeguards are on duty at all times during open swim. No registration required, just drop in.

Personal Training: Menlo Swim and Sport offers the expertise of our personal trainers for individual lessons. The personal trainers bring coaching talent and passion for swimming and sport so clients can benefit from one-on-one lessons no matter what their skill level.

The personal training program has expanded to include the following areas: Swim Pro, Swim School Select, Mavericks Performance Pro, Aqua Fit Pro, Water Polo Pro, Triathlon Pro, Fitness Pro, Tennis Pro, and Bike Pro.

Swim School: The Menlo Swim School is a year-round school that provides professional, goal-oriented swim lessons for all ages and levels, developing life-long competency and a life-long love of swimming.

Triathlon Team: Team Sheeper is a full-service multi-sport organization providing coaching and training to athletes of all levels and ages.

Special Events and Accomplishments

BURGESS POOL

Mavericks Swim Team

- The Menlo Mavericks placed 3rd for the first time in team history at the summer league championships
- The team entered into the Central California Junior Olympics and placed 20th overall
- We had 3 swimmers achieve Far Western times since our start in USA Swimming in 2012, and 8 swimmers achieve Pacific Swimming Junior Olympic times
- The Mavericks head coach, Aaron Burrows, was selected as the Pacific Swimming All Star Head Coach and represented the team in Seattle, WA
- All Mavericks coaches are now American Swim Coach Association (ASCA) members

Camp Menlo

In 2014, Camp Menlo increased summer enrollment by 250 registrations over 2013, while focusing on raising the quality of the camp experience for young people. Quality in our camps was consistently achieved by recruiting excellent counselor-leaders; setting clear program goals for the children's sport and social development; and conducting the camps in a safe, well-organized, fun environment. In the past year, we solidified our commitment to providing enjoyable school holiday camps, which meet the needs of working families, whose children are out of school for one to five days.

Tennis

The Menlo Tennis Academy, providing lessons for children 7-14 years, has been steadily growing. Our tennis program is now expanding to provide private and semi-private lessons for both children and adults. We look forward to starting beginning and intermediate tennis for adults.

Can-Do Challenge

The Can-Do February Challenge has been a team tradition for nearly 20 years. The goal for each Menlo Masters member to swim 50,000 yards in the month or as much as 100,000 yards. The team tallies up the yardage each day and swimmers reaching these thresholds receive gifts from the team to honor their efforts. The real reward is that for every 2000 yards logged, we ask team members to bring in a can of food. The canned food then donated to a local food bank, along with a monetary donation from Menlo Masters based on the number of cans collected. Money and cans go to the Brown Bag Lunch Program through the Menlo Park Senior Center.

Family Giving Tree

This was the eighth consecutive year that Menlo Swim and Sport participated in Family Giving Tree's Holiday Wish Drive. Every year the employees and clients of Menlo Swim and Sport fulfill approximately 85 wishes for the children of the underserved community.

Kid's Triathlon

Saturday, July 12, 2014

Open to children age 5-14, provided a safe and fun environment for kids to compete in a triathlon with kids their same age. Approximately 300 children participated in the race.

Charitable Giving

Donations of sports and aquatic program access to local schools and local non-profits to raise money through their auction by our donations. Some of the many schools and organizations include:

- San Mateo Co. Chronic Disease and Injury Prevention Unit
- Little Hands Pre-School
- Bing Pre-School
- Phillips Brooks School
- Nativity Catholic School
- Nueva School
- Orion Alternative School.

BELLE HAVEN POOL

USA Water Polo - Junior Olympics

Belle Haven Pool was one of the Bay Area site hosts for the 2014 USA Water Polo Junior Olympics. Girls 10 and under, Boys 12 and under, and Co-Ed 10 and under teams all played at Belle Haven. The event occurred in late July and early August.

Facebook Adult Swim Lessons

Offered free lessons on a first come, first served basis, two days per week with the intent to develop new swimmers to populate the lap swim program at Belle Haven Pool.

Beechwood School Parent Swim Lessons

Offered fee for service lessons for adult parents of Beechwood students so that a swimming environment could be created within the household.

Charitable Organizations

Beyond Barriers Athletic Foundation (BBAF)

In Spring 2013, Beyond Barriers Athletic Foundation partnered with Menlo Swim and Sport to help bring swim lessons and water polo coaching to lower income youth in the Belle Haven and East Palo Alto community. This relationship continues today. Thanks in large part to the help of BBAF, Belle Haven Swim School saw a peak of 431 unique students in early July. While the Belle Haven Swim School program has closed for the winter, Brenda Villa's Belle Haven Water Polo program continues to thrive with almost 50 members.

BBAF was able to subsidize 1,949 Belle Haven swim lessons and 1,827 Belle Haven water polo lessons.

Ravenswood Clinic

Though the Belle Haven Aqua Fit program was initially run at-cost, Ravenswood Clinic saw the program as an opportunity to provide athletic support to its lower income clientele. As part of an agreement with Menlo Swim and Sport, Ravenswood helped fund the cost of running the program. In return, Menlo Swim and Sport provided Ravenswood clients with free access to the Belle Haven Aqua Fit Program.

Menlo Swim and Sport Goals for 2015

Menlo Swim and Sport is committed to constant improvement of its aquatics program offerings in order to better serve the various community user groups. To that end, we plan to focus on the following areas in 2015:

- I. Implement new programming
 - A. Corporate inner-tube water polo at Belle Haven
 - B. Underwater Hockey at Burgess
- II. Continuing relationships with Beyond Barriers for scholarships at Belle Haven
- III. Continued partnership with Facebook at Belle Haven

LEASE AGREEMENT
(Menlo Park Aquatic Facilities)

This Lease Agreement ("Lease") is made and executed as of March 15, 2011, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheeper, L.L.C., a California limited liability company ("Provider") and collectively referred to herein as "Parties".

WHEREAS, City is the owner of certain premises ("Premises") described below, and City and Provider wish to enter into a lease for the Premises on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. **PREMISES.** The Premises includes both the "Burgess Pool", 501 Laurel Street, Menlo Park, CA and the "Belle Haven Pool", 100 Terminal Avenue, Menlo Park, CA as defined herein. Burgess Aquatic Facility ("Burgess Pool") consists of the fenced pool area at the City's Civic Center campus at Burgess Park. Burgess Pool includes the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, lawn area, pool mechanical room, lobby area, and all associated areas in the City of Menlo Park, County of San Mateo, State of California, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference. The Belle Haven Pool ("Belle Haven Pool") is a five lane x 25 meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a high dive and low dive, locker room, shower facilities, mechanical room, office and small children's wading pool in a fenced area as shown in Exhibit B, attached hereto and incorporated herein by reference.

2. **TERM.** The term of this Lease shall be for a period of period of five (5) years ("Term") commencing on May 20, 2011 ("Commencement Date") and ending five (5) years from the Commencement Date, unless automatically extended as hereinafter provided. If during the first four years of the Term, Provider has completed capital improvements with the written consent of the City to either or both the Burgess Pool and/or the Belle Haven Pool with a total cumulative cost of \$200,000 or more, the Term shall automatically be extended by five (5) years to May 19, 2021. Notwithstanding the foregoing, Provider shall have the option to terminate this Lease solely as to the Belle Haven Pool between October 1, 2012 and December 31, 2012, and October 1, 2013 and December 31, 2013, if in Provider's opinion it cannot operate a financially viable program at the Belle Haven Pool.

3. **RENT.** In consideration for Provider's use of the Premises as granted by this Lease, Provider assumes sole financial responsibility for the operation and maintenance of the Premises and shall operate and maintain the Premises at no cost to the City. Additionally, Provider will remit monthly rent ("Rent") in the

amount of Three Thousand Dollars (\$3,000.00) to the City for use of the Burgess Pool on the first day of each month for the first year of the Term. Each year thereafter, the Rent shall increase pursuant to the Consumer Price Index ("CPI") for all Urban Consumers (All Items) in the San Francisco-Oakland-San Jose Area (U.S. Department of Labor, Bureau of Labor Statistics), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%) per annum.

Should Provider cease to operate the Belle Haven Pool as provided in Section 2 of this Lease, Provider and City shall renegotiate the Rent to the then Fair Market Value ("FMV") rental rate for the Burgess Pool with consideration given to gross revenues for the Burgess Pool, the fixed costs of operating the Burgess Pool, the profitability of the Burgess Pool operations, the rental rate for similar facilities and the other terms and conditions of this Lease.

If the Term is extended for an additional five years as provided for in Section 2 of this Lease, effective at the beginning of the sixth year of the Lease, the Rent shall be adjusted to the then-prevailing FMV rental rate (which under no circumstances shall be less than the rental rate paid in the preceding year), with consideration given to gross revenues for the Burgess Pool, the fixed costs of operating the Burgess Pool, the profitability of the Burgess Pool operations, the rental rate for similar facilities and the other terms and conditions of this Lease. The FMV rental rate shall be determined by mutual agreement, or if the Parties cannot agree by a neutral third party arbitrator selected by the Parties. Each year thereafter, the Rent shall increase pursuant to the CPI for all Urban Consumers (All-Items) in the San Francisco-Oakland-San Jose Area (U.S. Department of Labor, Bureau of Labor Statistics), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%) per annum.

Throughout the Term, Provider shall pay to the City within fifteen (15) days of receipt of written invoice submitted to Provider by City, or directly to the provider thereof, in addition to the Rent, and as additional rent ("Additional Rent") the following:

- a. The full cost of the separately metered utilities for the Premises;
- b. The cost of the utilities for the locker rooms and the portion of the Premises occupied by Provider (if not separately metered) prorated according to Provider's usage (proration to be determined by mutual agreement, or if the Parties cannot agree by a neutral third party arbitrator selected by the Parties);
- c. If the City elects to install solar equipment on the Premises, Provider shall pay monthly to the City the calculated savings from the reduced utility bills for the Term hereof; and
- d. The maintenance and repair obligation costs set forth in Section 14.

Any payment due by the Provider not received by City within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.

At the initiation of the City's Community Services Director not later than December 31, 2011, the Provider and Community Services Director shall explore whether charging a surcharge to non-resident participants/users by Provider would generate additional revenues without adversely affecting Provider's operation of the pool facilities. This exploration will be done through such tasks as market pricing comparisons, surveys, or other such means so as not to negatively affect any of Provider's business during the period of exploration. If is the Community Services Director and Provider determine that such a surcharge would not adversely affect the Provider's operation of the pool facilities, Provider shall charge such a surcharge which shall be passed through to the City as additional rent, less any administrative, programming or system enhancement costs that are incurred by Provider to implement such surcharge, including additional staffing that may be required to verify City residency and to track and submit such fees to the City. The pass through of non-resident surcharges as additional rent payable to the City shall not apply to existing non-resident fees charged by Provider for open swim and lap swim. The City shall set aside such additional revenue derived from non-resident surcharges in a separate fund and shall utilizes such funds to pay the City's cost of repair, maintenance and capital improvements.

4. EXCLUSIVE USE OF PREMISES. Subject to the terms of this Lease, Provider shall have exclusive use of the Premises for purposes of conducting aquatics programs, including, but not limited to, a masters swim program, swim team, swim lessons, fitness training, recreational swimming, community rentals and other aquatics programs that Provider offers and provides for reasonable public access to and use of the Premises pursuant to Section 6 of this Lease. Provider shall have the exclusive right to staff, supervise and contract for such uses of the Premises, subject to the terms of this Lease.

Provider shall have non-exclusive use of the locker rooms, as depicted on Exhibit A and Exhibit B, to accommodate Provider's use of the Premises. The Parties agree that use of the locker rooms shall be limited to persons participating in programs and activities offered by Provider or City or other members of the public upon payment to Provider of fees for such use. Specifically, City reserves the right to use the locker rooms for any City program, including facility rentals and programs and for public use on a "pay for use" basis. The Provider may only refuse locker room access when patrons fail to follow the rules of conduct approved by the City. Patrons shall have the right to appeal Provider's decision to the Director of Community Services, if the Patron feels denial of locker room access was unreasonable. The Director of Community Services' decision shall be final.

5. OPERATION OF PREMISES. The Provider will be solely responsible for operation of the Premises including all costs and expenses associated with such operation and shall be entitled to all revenues from the operation of the Premises, except where otherwise provided in this Lease. The Provider may use

the Premises between the hours of 5 a.m. to 10 p.m. seven (7) days a week and 365 days a year.

6. COMMUNITY ACCESS AND SCHEDULING. The Provider will be solely responsible for the operations and schedule of the Burgess Pool and the Belle Haven Pool. The Provider shall provide reasonable public access and community use of the Premises. Provider will not reduce the public access and community use without prior City approval. The Director of Community Services is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, the Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

Notwithstanding the forgoing, the Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in Exhibit C, which schedule and terms shall not be modified or reduced without mutual agreement of Provider and SOLO, unless SOLO is in breach of its sublease agreement with Provider.

Minimum public access and community use at the Burgess Pool will include:

- a. Year-round lap swim, seven (7) days per week (except holidays);
- b. Seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space;
- c. Reasonable availability for other community organizations/users
- d. Programs and reasonable accommodation for all ages and abilities;
- e. Inclusive programs for people with disabilities when possible; and
- f. Winter programming by providing a dome over the instructional pool if possible.

Minimum public access and community use at the Belle Haven Pool:

- a. Open to the public for a minimum of ten (10) weeks during the summer season in June, July, and August. During that time period, the pool shall be open for a minimum of six (6) days a week, Monday through Saturday; and
- b. Open/recreational swim hours will be at least three (3) hours per day, six (6) days per week but will be allowed on a "pool sharing" basis with other programming.

7. PROGRAM FEES. The program fees charged by Provider shall be as follows:

- a. The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other aquatic facilities in surrounding communities and in alignment with the approved business model.

- b. The Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, fitness training, etc., on a reasonable and comparable fee basis.
- c. Review of the program fees shall be included in the annual report to the City.
- d. Provider and City shall mutually agree to exchange an equal amount of field space and activity room hours for pool hours for their respective programs (i.e. summer camp) in lieu of charging rental fees. If either party's request exceeds the number of hours requested by the other party, the additional hours will be charged at the current approved fees for use of the facilities.

8. PROGRAM ADMINISTRATION. The Provider shall have a method for the public to register, pay, and receive adequate customer service in an easy and effective manner. Provider shall provide adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. The Provider shall provide sufficient communication and marketing in order to inform the public of the programs and services. The Provider shall maintain a customer database and appropriate records retention. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises. The Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

The Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall attend monthly meetings with City staff and attend annual meetings of an Aquatics Users Group which shall be convened by the City. Additionally, the Provider shall provide an annual report no later than January 30 of each year during the Lease Term to staff which will be presented to the City's Parks & Recreation Commission for review and comment by the Commission at its February meeting. The annual report should include the following items:

- a. Total program hours by program area;
- b. Participation statistics by program area including resident and non-resident percentages;
- c. Customer satisfaction survey results;
- d. User group feedback by program area or rental;
- e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
- f. Fees by program area and fee comparison to other public pools in the region;
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 11, below, are met;
- h. Risk management documentation, outlined in Section 12, below; and
- i. Training certifications listed by staff members.

The Provider shall maintain reasonable evidence and documentation of these statistics and results and have these records accessible to the City at any time following ten (10) days written notice.

In the event of a third party dispute or conflict arising out of or related to this Lease, the City will use best efforts to notify and discuss the issue with Provider before engaging in any dialogue with the third party involved.

9. COMPLIANCE WITH LAWS AND REGULATIONS. The Provider shall comply with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. These regulators and laws include but are not limited to:

- a. City of Menlo Park
- b. Menlo Park Fire Department
- c. San Mateo County Health Department
- d. California Department of Health Services
- e. California Department of Labor
- f. Occupational Safety and Health Administration (OHSA)
- g. Emergency Medical Services Authority (EMSA)
- h. Consumer Product Safety Commission & Virginia Graeme Baker Act
- i. Americans with Disabilities Act
- j. California Department of Fair Employment and Housing

10. HEALTH AND SAFETY. The Provider is required to maintain health and safety standards in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance with City standards and the other regulatory agencies listed above. These standards include but are not limited to:

- a. Employee Injury and Illness Prevention Plan
- b. Hazardous Materials Communications and Business Plan
- c. Blood borne Pathogens and Bio Hazardous Exposure Control Plan
- d. Lifting and Fall Prevention
- e. Electrical Safety
- f. Emergency Action Planning
- g. First Aid
- h. Heat Illness and Sun Protection
- i. Confined Spaces
- j. Chemical Storage
- k. Personal Protective Equipment
- l. Recreational Waterborne Illnesses (RWI's)
- m. Signage

The Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

11. STANDARD OF CARE. The Provider will provide aquatic programs and manage the Premises in a manner that is comparable to or above the standard of care that is reasonable and acceptable for a public pool in the surrounding communities. This standard of care should be demonstrated in all areas of operations including: supervision and lifeguard coverage, surveillance techniques, staff training, record keeping, maintenance and janitorial, cleanliness of facilities, safety, and risk management. The Provider is expected to ensure this standard of care by conducting annual audits by qualified external experts and including this information in the annual report to city staff and the City's Parks and Recreation Commission mentioned in Section 8, above.

12. RISK MANAGEMENT. The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. The Provider shall manage their risk by demonstrating proficiency in the following areas:

- a. Emergency Action Plan
 - Staff Training to Plan
 - Drills Conducted
 - Emergency Equipment
 - Communication Process
- b. Facilities & Equipment
 - Inspection
 - Maintenance
 - Checklists
 - Signage
- c. Supervision
 - Quality
 - Quantity
 - Lessons Plans & Progression
- d. Training
 - Requirements
 - Appropriate Staff
- e. Documentation
 - Manuals
 - Waivers
 - Medical Screening
 - Skills Screening
 - Risk Information Provided to Public
 - Policies
 - Evaluations

13. EMERGENCY ACTION PLAN AND PROCEDURES. The Provider shall create and maintain all 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 of the Provider's employees, including administration and line level employees using the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

14. MAINTENANCE. The Provider shall maintain the Burgess Pool and the Belle Haven Pool in an orderly, clean and professional condition at all times. The Provider will be responsible for the maintenance and repair of the equipment and facilities at both of these sites including:

a. Burgess Pool:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Fences and Gates
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

b. Belle Haven Pool:

- Two pools
- Office
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Fences and Gates
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include:

- Daily Pool & Chemical Log
- Check lists for routine maintenance and janitorial duties (Daily, Weekly, Monthly, Quarterly, Bi-annual, and Annual)
- Equipment Logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications

The Provider shall maintain and continue all preventative maintenance agreements and contracts to ensure the quality and life of the equipment. The Provider will be responsible for all maintenance and repairs to equipment. Provider shall be responsible for repairs and replacement of all equipment due to failure or damage where the cost is less than One Thousand Five Hundred Dollars (\$1,500) per item at the Belle Haven Pool and Two Thousand Five Hundred Dollars (\$2,500) per item at the Burgess Pool. Provider shall arrange and be billed directly by the vendor for such repair(s) and/or replacement(s). Provider will also be responsible for any damage that is outside the normal wear and tear of the Premises and/or for failure to adequately maintain the Premises or any equipment. If damage beyond normal wear and tear of the Premises or any equipment is determined by the City, the Provider will be required to make the appropriate repairs within thirty (30) days of written notice. The City shall be responsible for individual repair/replacement for any item of equipment having a cost greater than One Thousand Five Hundred Dollars (\$1,500) per item at the Belle Haven Pool. For individual repair/replacement for any item of equipment at the Burgess Pool having a cost of between Two Thousand Five Hundred Dollars (\$2,500) and Twelve Thousand Five Hundred Dollars (\$12,500) per item, the City shall pay for the cost of the item, but the cost shall then be amortized over the greater of the life expectancy of the item or the Term of the Lease remaining, and Provider shall pay the monthly amortized cost of the replacement equipment with a reasonable rate of interest for the remaining Term of the Lease. If the cost of the item exceeds \$12,500, the City shall be responsible for the cost of the work. City shall be responsible for payment of the cost of replacement and reserves the right to perform replacement of the item. The Provider is responsible for reimbursing the City for the cost of repairs and replacement due to misuse, poor maintenance and/or damage caused by Provider, Provider's employees, agents and service users. The Provider shall assist the City by providing the necessary bids and due diligence for replacement of an item of equipment having a cost greater than \$2,500 to ensure an expedited process when possible and reduce any loss of operations. The City shall use its best efforts to respond to the Provider for all replacements for which the City is responsible within two (2) business days with a decision based on the information provided by the Provider.

15. SIGNAGE. The Provider will be required to maintain and provide all necessary and required signage for both Premises. These signs include:

- a. Maximum Pool Capacity & Hours
- b. No Lifeguard on Duty
- c. Children under 14 not allowed without an adult
- d. Shallow Water Diving Warnings
- e. Chemical Storage
- f. No swimming allowed after dark
- g. Pool Rules
- h. 911 Emergency
- i. Shower Before Entering Pool

- j. No Running
- k. Depth Markers
- l. First Aid/CPR
- m. Other signs as needed or required

16. INSURANCE. Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating the Provider's use of the Premises. The insurance company(ies) must be approved by the City. Provider will furnish City with certificates and copies of information or declaration pages of the insurance required. Provider would need to provide the City with thirty (30) days notice if any changes, cancellation, or non-renewals. Provider is required to disclose any self-insured retentions or deductibles, which shall be subject to City's approval, not to be unreasonably withheld. Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement). Provider's insurance coverage shall be primary insurance with respect to City, its Council, Boards, Commissions, agents, officers, volunteers or employees, and any insurance or self-insurance maintained by City, for themselves, and their Council, Boards, Commissions, agents, officers, volunteers or employees shall be in excess of Provider's insurance and not contributory with it.

The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its officers, officials, employees and volunteers.
Employer's Liability	One Million Dollars (\$1,000,000) per accident for bodily injury or disease – include endorsement adding the City, its officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.
Commercial General Liability	Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01

(including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)

If Provider fails to maintain any of the insurance coverage required herein, then City will have the option to terminate this Lease, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Provider is responsible for any payments made by City to obtain or maintain such insurance and City may collect the same from Provider as Additional Rent.

Provider shall require any longer term renters and/or longer term sublessees (longer term shall mean and refer to renters/sublessees for more than a single use in any 12 month period) to maintain and carry the same coverage as described above, which policies shall name the City as an additional insured. Provider shall require such long term renters and/or long term sublessees to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each party hereby waives and does hereby agree to obtain from each insurance carrier of the insured a "subrogation waiver endorsement" waiving its right of recovery to the extent of insurance proceeds, against the other party, the other party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damages, including consequential loss or damage to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the party.

17. INSPECTIONS AND AUDITS. The City reserves the right to conduct periodic and regular site inspections and operational audits.

- a. Safety: The Provider will be required to comply with the City's safety program guidelines and protocol. Quarterly inspections by an outside vendor will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City's requests in a timely manner. In addition, documentation demonstrating compliance with all City, County, State and Federation Regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.
- b. Maintenance: City staff reserves the right to conduct weekly, monthly, quarterly, and annual inspections of maintenance practices for the pool maintenance operations and facility cleanliness. The inspections will ensure the Provider is following the manufacturer's specifications

- c. Operations: An annual operational audit will be conducted by an external expert and industry professional approved by the City and paid for by the Provider. An observational audit, lifeguard skills assessment, and site inspection shall be conducted annually. An overall operational audit shall be conducted every two years. This audit should include but may not be limited to:
- Staff Skills Assessment
 - Staff Selection and Training procedures
 - Policies & Procedures Review
 - Site Inspection
 - Code Compliance and Record Keeping Practices
 - Adherence to Aquatic Safety Standards
- d. Financial Review/Audit: Provider shall provide complete financials for all aquatics programs and/or programs operated out of the Premises [with administrative costs/salaries that may be related to both aquatics and non-aquatics programs fairly allocated between such programs] prepared in accordance with generally accepted accounting principles and reviewed by an independent CPA for calendar years 2011-2014 on or before May 1, 2015 (or sooner if required to determine the FMV rate if Provider elects to terminate the Belle Haven Pool operations) for City staff and outside consultant review. The purpose for such review shall be for the negotiation of rent for the extended term and/or for purposes of negotiating a new lease. The City shall have the right to require audited financial statements in lieu of or in addition to the reviewed statements at the City's cost with an independent auditor to be selected by the City.

18. CITY ACCESS. Upon prior written notice to Provider, City shall have the right to restricted access to the Premises or any part thereof solely for certain municipal purposes which may include the performance of necessary maintenance and repairs of any and all structures or public improvements, heretofore or hereafter installed and/or constructed in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas; provided, as to maintenance or repair of the Premises, Provider has requested such maintenance or repairs or Provider has neglected such activity to the detriment of the Premises.

19. IMPROVEMENTS. Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises not hereinabove specified (including installation of any fixture affixed 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 Lease, 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. All improvements undertaken pursuant to this Lease will be at Provider's sole expense and Provider will be responsible for the use and maintenance of the improvements.

20. NOISE. Except in the event of an emergency, Provider shall not use any amplified sound, whistles, bullhorns, music, etc., between the hours of 5:30 a.m. to 8:00 a.m., and/or from 8:00 p.m. to closing during any day of operation.

In order to minimize impacts of major events on residents of the surrounding neighborhood, the Provider will notify the City on a quarterly basis of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhood in advance of such events.

21. PARKING. Provider shall instruct its patrons to park away from the nearest residences before 8:00 a.m. and after 8:00 p.m.

22. WAIVER OF CLAIMS. City assumes no responsibility for the guarding or safekeeping of the Premises, equipment, or improvements installed or constructed by Provider upon, or used in connection with, the Premises. Provider waives all claims against City, its Council, Commissions, agents, officers, volunteers, contractors or employees for any damages to the improvements in, upon or about the Premises and for injuries to any employees of Provider or their agents, invitees or sub-contractors in or about the Premises from any cause arising at any time, where City had no involvement or where such damages or injuries did not arise out of the instruction or guidance of the City. In no event shall the City be responsible for loss of profits or any consequential damages to Provider.

23. INDEMNIFICATION. Provider will defend, indemnify and hold City, its Council, Commissions, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the use of the Premises by Provider, and Provider's invitees, program participants, and visitors, or from the failure of Provider to keep the Premises in good condition and repair, including all claims arising out of the negligence of Provider, but excluding any damage or injury caused by the willful misconduct or negligence of City or its employees, agents or contractors. City will defend, indemnify and hold Provider, its members, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the willful misconduct or negligence of City or its employees, agents or contractors.

Each party's indemnification obligation set forth above will include any and all costs, expenses, attorneys fees and liability incurred by any indemnified party or person in defending against such claims, whether the same proceed to judgment or not. Each party will, at its own expense and upon written request by a party to be indemnified as provided hereinabove, defend any such suit or action brought against the party to be indemnified, its Council, Commissions, members, agents, officers, volunteers or employees (as applicable). This Section will survive the expiration or termination of this Lease.

24. HOLDING OVER BY PROVIDER. If Provider remains in possession of the Premises after the expiration of the Term of this Lease, and without executing a new lease but with the consent of City, then such holding over shall be construed as a year-to-year tenancy subject to all of the applicable conditions, provisions, and terms of this Lease, except that Provider shall pay to City the fair FMV rental value of the Premises as defined in Section 3. Either party may terminate any year-to-year tenancy by giving the other party notice of termination to be effective upon not less than six (6) months prior written notice.

25. HAZARDOUS MATERIALS. Provider shall not use or store any Hazardous Materials in, on, or about the Premises except in compliance with all applicable federal, state, and local laws, statutes, ordinances, and governmental regulations, and the highest standards prevailing in the industry for storage and use of any such Hazardous Materials, nor allow any Hazardous Materials to be brought in the Premises, except to use in the ordinary course of Provider's business, and then only after written notice to City of the Hazardous Materials to be used by Provider. Provider shall not cause or permit the escape, release, or disposal of any Hazardous Materials in the Premises. If any governmental agency or the beneficiary of any deed of trust against the Premises requires any testing of the Premises to ascertain whether any Hazardous Materials have been released in, on, or about the Premises, Provider shall reimburse City, as Additional Rent, for the cost of any such inspection if the inspection, together with any other evidence obtained by City, shows that the presence of such Hazardous Materials in the Premises was caused by Provider, its agents, employees, contractors or invitees.

In addition, Provider shall, at City's request, execute affidavits, representations, or other documents concerning Provider's best knowledge and belief regarding the presence of any Hazardous Materials in the Premises. Provider shall indemnify, defend, and hold harmless City from any liability, cost, or expense, including reasonable attorneys' fees, arising from the use, storage, release or disposal of any Hazardous Materials in, on, or about the Premises by Provider, its agents, employees, contractors, or invitees. The provisions of this section shall survive the expiration or earlier termination of this Lease.

For the purposes of this Lease, the term "Hazardous Material" shall mean any substance or material which has been designated hazardous or toxic by any

federal, state, county, municipal, or other governmental agency or determined by such agency to be capable of endangering or posing a risk of injury to, or adverse effect on, the health or safety of persons, the environment, or property, including without limitation those substances or materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

26. ATTORNEY'S FEES. In any legal action brought by either party to enforce the terms of this Lease, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

27. ARBITRATION. Any dispute regarding the breach of this Lease shall be decided by binding arbitration pursuant to the rules of the American Arbitration Association, and not by court action, except as otherwise provided in this Section or as allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. The Parties may conduct discovery in accordance with California Code of Civil Procedure. This provision shall not prohibit the Parties from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy. Venue for the resolution of any such dispute or disputes shall be in San Mateo County, California.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

Provider

City

28. VENUE. Provider agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Lease is San Mateo County, California.

29. ASSIGNMENT AND NONTRANSFERABILITY. Provider understands and acknowledges that assignment of this Lease is absolutely prohibited without the written consent of City, and any attempt to do so without City's written consent may result in termination of the Lease at the will of City. Notwithstanding the foregoing, City shall grant permission to Provider to contract with other entities or organizations to provide some of the programs at the Premises and/or to sublease the Premises to other entities or organizations for certain hours, subject to prior notice to City. Such use is contingent, in part, upon said sub-user indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Lease. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named as additional insureds. Any insurance policy maintained by a sub-user will be in addition to, and shall not replace, any insurance required of Provider.

30. LIENS AND ENCUMBRANCES. Provider shall have no authority to do anything that may result in a lien or encumbrance against the Premises. Without limiting the foregoing, however, Provider agrees to pay promptly all costs associated with the activities associated with this Lease and not to cause, Lease, or suffer any lien or encumbrance to be asserted against the Premises. In the event that Provider causes, leases, or suffers any lien or encumbrance to be asserted against the Premises related to activities associated with this Lease, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

31. TERMINATION OF LEASE.

a. Default. City or Provider shall have the right to terminate this Lease by written notice to the other party for any default or breach of any term or condition of this Lease by the other party; provided, however, the non-defaulting and non-breaching party must first deliver written notice to the other party of any such default or breach, and if such breach or default exists for more than thirty (30) days after the delivery of such notice without being cured, the non-defaulting and non-breaching party may elect to terminate this Lease by giving written notice of such termination to the defaulting party. Termination shall be effective on the date specified in the notice, which date shall not be less than thirty (30) days nor more than one hundred eighty (180) days following such notice. In addition to termination, the non-defaulting and non-breaching party shall be entitled to pursue any and all other remedies provided by law.

b. City Dissatisfaction. If City and/or Menlo Park community believes Provider has not satisfied community needs with respect to public access, service and program quality, public safety, noise restrictions and/or parking, City may deliver written notice to Tenant of such dissatisfaction and the Parties shall meet and confer within fifteen (15) days of Provider's receipt of such notice. If the matter is not resolved to the City Manager's satisfaction, City may terminate this Lease by giving written notice of such termination to Provider. Termination shall be effective not less than ninety (90) days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within ten (10) days of Provider's receipt of such notice. Upon receipt of Provider's timely appeal, the Council shall place the matter on the City Council agenda and make the final determination with regard to the termination of the Lease and shall give written notice to Provider of such final determination. If the City Council determines the lease should be terminated, termination of the Lease shall be effective not less than ninety (90) days after the date of such notice.

c. Provider's Option. Provider may terminate the Lease at Provider's option upon the occurrence of any of the following:

- Upon the death of Tim Sheepser; or
- Upon the disability of Tim Sheepser, if such disability prevents him from running Provider's business operations for a continuous period of 60 consecutive days; or
- Upon financial hardship, which shall require not less than six (6) month written notice to terminate lease based on financial hardship

Termination shall be effective not less than ninety (90) days after the date of any such notice. In the event Provider does not elect to terminate the Lease as permitted herein, the Lease shall remain in full force and effect for the remainder of the Term, unless subsequently terminated for another cause or event as specified herein.

32. CONDITION OF PREMISES UPON TERMINATION. Upon the effective termination of the Lease, Provider shall restore the Premises to its condition prior to the execution of this Lease, remove all personal property, including furniture, furnishings, vehicles, and equipment, belonging to Provider or Provider's employees, invitees, and agents. Should Provider fail to perform those obligations by the effective termination date, the Parties agree to the following:

- a. Such remaining property shall be deemed abandoned and Provider waives all provisions for disposition of abandoned personal property required by California law including but not limited to California Code of Civil Procedure Section 1980 et. seq. (requiring notice for reclaiming abandoned property and public sale for disposition).

- b. City has the right to take action to remove Provider's personal property. Should City exercise this right, Provider shall be liable to City for:
- the actual cost of this removal, demonstrated by valid receipts and invoices;
 - a fifteen percent (15%) overhead to City for reasonable costs in contracting and supervising the removal work; and
 - any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within ten (10) days of submission of invoice to Provider. If not paid within this time, then interest will be charged at ten percent (10%) or the maximum extent allowed by law, whichever is less.

33. NOTICE. All notices under this Lease shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should City or Provider have a change of address, the other party shall immediately be notified as provided in this section of such change.

Provider

Team Sheeper, L.L.C
Attn: Tim Sheeper
501 Laurel Street
Menlo Park, CA 94025
(650) 369-7946

City

City of Menlo Park
Attn: City Manager
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6610

34. COMPLETE AGREEMENT. This Lease contains the entire agreement between the Parties with respect to the matters set forth herein, and supersedes all prior or contemporaneous agreements (whether oral or written) between the Parties with respect to the matters set forth herein.

35. AMENDMENT. This Lease may be amended only by a written instrument executed by the Parties.

36. AUTHORITY. The individuals executing this Lease on behalf of Provider represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Lease.

37. NO WAIVER. Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. City's receipt of rent with knowledge of Provider's violation of a covenant does not waive City's right to enforce any covenant of this Lease. No wavier by

either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Lease by their officers therein duly authorized as of the date and year first written above.

CITY OF MENLO PARK

By: _____

ATTEST:

City Clerk

TEAM SHEEPER, L.L.C.
501 Laurel Street
Menlo Park, CA 94025

By: _____
Tim Sheeper, Chief Executive Officer

GUARANTY

TIM SHEEPER hereby unconditionally personally guarantees all of the obligations arising or accruing during the term of the Lease and/or arising out of Provider's operation of the Premises. City is not responsible to enforce the terms of the Lease upon TEAM SHEEPER, L.L.C., or to first institute suit, or to pursue or exhaust its remedies against TEAM SHEEPER, L.L.C. TIM SHEEPER shall, without demand, pay City's reasonable attorneys' fees and all costs and expenses incurred by City in enforcing the terms of the Lease and/or this Guaranty.

This Guaranty shall inure to the benefit of City, its successors and assigns, and this Guaranty shall bind TIM SHEEPER, his legal representatives, and assigns.

TIM SHEEPER

Exhibits

- A. Burgess Pool Site Map
- B. Belle Haven Pool Site Map
- C. SOLO Agreement



COMMUNITY SERVICES DEPARTMENT

Council Meeting Date: February 25, 2015

Agenda Item #: B-4

REGULAR BUSINESS:

Review and Provide Feedback on Proposed Changes to the City's Master Fee Schedule for the Community Services Department for FY 2015-16.

RECOMMENDATION

Staff recommends the Parks and Recreation Commission review and discuss proposed changes to the City's Master Fee Schedule (MFS) for the Community Services Department and provide feedback prior to the City Council's adoption of the MFS for FY 2015-16.

POLICY ISSUES

The proposed fee changes in this report are in compliance with the Cost Recovery and Subsidization Policy adopted by the Council on March 9, 2010.

BACKGROUND

The Master Fee Schedule reflects fees charged by all City departments. It is amended annually so that fees reflect current costs to provide services, to bring fees closer to full 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 the 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. There is no legal restriction on the amount of such fees or charges, and they can be effective immediately.
- Property development processing fees: these include fees for building and use permits, variances, building inspections, map applications, and planning services. These fees cannot exceed the reasonable cost of providing the service. Any new fee or increase to existing fees in this category can be effective no sooner than sixty days after approval by City Council.
- 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 the present time.

In accordance with the Cost Recovery Policy, staff suggests the greatest fee increases for programs that are of special benefit to individuals or groups, where the goal is to set fees to a level sufficient to support direct program costs, plus up to 100% of City overhead associated with the activity. These programs provide individual benefit foremost and minimal community benefit. Activities promoting the full utilization of parks and recreation facilities are also included in those recommended for the greatest fee increases.

Several programs delineated in the policy are included in the medium cost recovery category, with recovery of a majority of direct (budgeted) costs incurred in the delivery of the service. However, administrative and other overhead costs of the Community Services Department are not being recovered. Both the community and individuals benefit from these services.

ANALYSIS

Several fee increases for recreation programs are suggested in order to continue progress toward the department's long-term cost recovery goals. Staff believes the 2005 *Your City/Your Decision* community-driven budget process provided community direction and support for increasing the degree to which recreational services pay for themselves. The Cost Allocation Plan and User Fee Study and Policy also provides further clarification for making fee changes in order to align fees more appropriately to the costs of recreation services and some social service programs.

The recommendations presented by staff in this report ensure not only that charges keep pace with the costs of providing services, but are also competitive with comparable programs (where applicable), aligned with cost recovery levels defined in the Cost Recovery Fee Policy, and are responsive to demands for these services within the community. The proposed fee changes are summarized below for the Community Services Department. Fees for which there are no recommended changes are not listed.

The schedule below summarizes the current fees, proposed fees, and percentage change in certain Community Services fees. If approved by the City Council, it is estimated that increases and new fees will generate an additional \$165,674 annually at current and estimated participation levels.

Fee Title	Current Fee	Proposed Fee	Change %
MENLO CHILDREN'S CENTER – RESIDENT			
<i>Preschool – Toddler Room</i>			
Full-time 5 days per week	1,805.00	1,841.00	2%
Part-time 3 days per week	1,317.00	1,343	2%
Part-time 2 days per week	1,028.00	1,058	2%
<i>Early pre-school and Pre-school room</i>			
Full-time 5 days per week	1,419.00	1,447.00	2%
Part-time 3 days per week	1,036	1,057.00	2%
Part-time 2 days per week	809.00	825.00	2%
<i>Morning Birds Preschool</i>			
Morning Birds 5 days per week	538.00	\$549.00	2%
Morning Birds 3 days per week	341.00	\$348.00	2%
Morning Birds 2 days per week	239.00	\$244.00	2%
MENLO PARK SENIOR CENTER			
<i>Grand Ballroom and Kitchen Rental Fee</i>			
Resident – per hour	120.00	135.00	13%
Non-resident – per hour	150.00	182.00	21%
<i>Kitchen Only</i>			
Resident – per hour	30.00	45.00	50%
Non-resident – per hour	40.00	61.00	53%
<i>Imagination Room</i>			
Resident – per hour	40.00	55.00	38%
Non-resident – per hour	50.00	74.00	48%
<i>Community Room</i>			
Resident – per hour	40.00	55.00	38%
Non-resident – per hour	50.00	74.00	48%
<i>Poolside Patio</i>			
Resident – per hour	100.00	115.00	15%
Non-resident – per hour	135.00	155.00	15%
<i>Discounts</i>			
Multi-room – entire facility	30%	Remove	N/A
Long-term – 20 or more hours in a year	25%	Remove	N/A
Non-Profit use of facilities	25%	Remove	N/A
ONETTA HARRIS COMMUNITY CENTER			
<i>Gymnasium Rental</i>			
Resident – per hour	40.00	50.00	25%
Non-resident – per hour	54.00	68.00	26%

Fee Title	Current Fee	Proposed Fee	Change %
<i>Activity Room Rental Fee</i>			
Resident – per hour	70.00	N/A	0%
Non-resident – per hour	85.00	95.00	12%
BELLE HAVEN CDC PRESCHOOL			
<i>CDC Preschool (non-certified full-day program)</i>			
Resident	854.00	899.00	5%
Non-Resident	1,153.00	1,214.00	5%
<i>CDC Preschool (non-certified part-day program)</i>			
Resident	427.00	449.00	5%
Non-Resident	576.00	606.00	5%
ARRILLAGA FAMILY RECREATION CENTER			
<i>Menlo Madness – Camps</i>			
Sliding Scale – per week	150.00 to 380.00	150.00 to 386.00	0% to 2%
<i>Arrillaga – Weekend Rentals – Friday evening, Saturday & Sunday (3 hour minimum)</i>			
Large Patio Resident per hour	170.00	200.00	18%
Large Patio Non-Resident per hour	230.00	270.00	17%
<i>Arrillaga – Weekday Rentals (3 hour minimum)</i>			
Large Patio Resident per hour	125.00	150.00	20%
Large Patio Non-Resident per hour	170.00	203.00	19%
Kitchen Resident per hour	25.00	25.00	0%
Kitchen Non-Resident per hour	50.00	34.00	(32%)
ARRILLAGA FAMILY GYMNASIUM			
<i>Court Rental Fee (Arrillaga Gym Only)</i>			
Resident – per hour	70.00	75.00	7%
Non-Resident – per hour	95.00	101.00	6%
Locker Rental – 6 months - Resident	41.00	Delete	N/A
Locker Rental – 6 months – Non-Resident	55.00	Delete	N/A
Showers Single Usage	3.00	Delete	N/A
Showers Unlimited Usage – per month	30.00	Delete	N/A
ARRILLAGA FAMILY GYMNASTICS CENTER			
<i>Gymnastics – Per hour fee</i>			
1– 2 hours per week	14.10	15.00	6%
3 hours per week	11.00	12.00	9%

6 hours per week	9.35	10.00	7%
9 hours per week	8.90	9.00	1%
12 hours per week	8.25	8.00	(3%)
15 hours per week	7.35	7.00	(5%)
Fee Title	Current Fee	Proposed Fee	Change %
Private Lessons			
1 hour – resident – up to two children	60.00	57.00	5%
- each additional child		25.00	0%
Birthday Party Package Cancellation Fee	NEW	50.00	N/A
Gymnastics Non-Resident Surcharge	125%	135%	N/A
All gymnastics fees for non-residents are 135% of resident fee			
SPECIAL EVENTS – PARK RENTALS			
Non-Athletic Field Parks – Resident per hour	NEW	16.00	N/A
Non-Athletic Field Parks – Non-Resident per hour	NEW	22.00	N/A
(All non-resident fee are 135% of resident fees unless a specific non-resident fee is listed)			

Additional Information and Descriptions

Non-Resident Surcharge

Staff does not does not recommend changing the non-resident surcharge for Community Services programs from the current rate of 35 percent of the resident fee. This surcharge percentage applies when an alternate percentage or dollar amount for non-resident use has not been approved. The Parks and Recreation Commission addressed the non-resident surcharge at their meeting on October 22, 2014. At that time, the Commission recommended that the City maintain the current 35 percent surcharge for non-residents. In addition, the Commission recommended that staff consider adjusting the Gymnastics non-resident surcharge of 25 percent to 35 percent to be consistent with other Community Services classes and programs. The fiscal impact to revenues is a net increase of \$43,200 based on current enrollment. As a result, staff will be submitting this change along with the Commission's recommendation to establish a three tier priority registration period which would include a one week priority for Menlo Park residents, followed by a period for Unincorporated Menlo Park residents and lastly a period when all other non-residents can register. Lastly, staff will be submitting modifications to a number of published non-resident fees to ensure they are consistent with approved policy.

Menlo Children's Center

The changes in the MFS include a 2% tuition increase in childcare fees. The fee increase is necessary to keep up with increased program costs which include maintaining staffing levels and program ratios. The tuition for MCC continues to be comparable to similar

preschool programs in the area. The net fiscal impact to these increases is estimated at \$21,553.

Menlo Park Senior Center

Changes to the MFS include the elimination of some discounts which have not been needed or are obsolete. In particular, the current Non-Profit Rate Discount is 50% for facility rentals which requires that the published discount rate of 25% to be eliminated. The remainder of the proposed changes to the MFS includes fee adjustments for room rentals which now incorporate the staffing charge which was previously charged separately and in addition to the room rental fee.

Onetta Harris Community Center

Changes to the MFS include an increase to the Gymnasium Rental Fee which has not been increase in over 5 years. The increase will help to maintain the facility's cost-recovery goals while generating the necessary revenue to off-set increased facility operation costs. Due to the increased use of the Gymnasium, additional custodial and maintenance is required. In addition, the non-resident fee for the Activity Center is being modified to be consistent with the department's non-resident surcharge of 35%. The net fiscal impact of these changes is estimated at \$2,925.

Belle Haven Child Development Center

Proposed increases to the Belle Haven CDC Preschool non-certified full-day and part-day fees are consistent with the increases to the reimbursement rate from the State of California which will increase from \$37.12 per child per day to \$38.98 per child per day. The increases are necessary to insure that the City receives the same amount for non-certified families as those that are subsidized by the State. The net fiscal impact of these changes is \$1,620.

Arrillaga Family Recreation Center

Proposed increases for the Mini and Menlo Madness Summer Camps will support the cost of additional staff and enhanced field trips for the program. Fees for the camps have not been raised in 4 years. Annual revenue increase for the camps is estimated at \$11,676. The remainder of the proposed changes to room rental fees corrects some inconsistencies in the MFS and to insure that non-resident fees are in alignment with the department's non-resident surcharge of 35%. These changes are not expected to have a fiscal impact.

Arrillaga Family Gymnasium

The rental rate for the Arrillaga Family Gymnasium has not increased since the Gym opened in 2010. Demand for the Gym continues to grow and is at full capacity during peak rental periods (Monday-Friday, 7-10 p.m.). The proposed court rental increase of \$5/hour from \$70 to \$75 is consistent with other gyms in surrounding cities and puts the proposed rental rate in the middle of the pack. The net fiscal impact of this increase is expected to generate approximately \$5,500 in new revenue.

Arrillaga Gymnastics Center

The proposed changes to the MFS will help improve the program's overall cost-recovery and is consistent with the Gymnastics Business Plan pricing strategy to move the program's fees more in line with other gymnastics programs in the area. The increase to the Gymnastics Non-Resident Fee Surcharge from 25% to 35% will bring the non-resident fees in line with other Community Services Department classes and programs. This was one of the Commission's recommendations to staff at their meeting on October 22, 2014. The estimated fiscal impact of this change to revenues is a net increase of \$43,200. The total impact of all proposed changes to this year is estimated at \$122,255 or a 9% increase based on the projected revenue for FY 14-15.

Special Events – Park Rentals

After the City's new Special Event Permit process was launched two years ago, a gap emerged in how we charge for park rentals. There is a rental schedule for athletic fields, Sharon Park and Bedwell-Bayfront Park but no such schedule exists for non-athletic field parks such as with Fremont Park, Hamilton Park, Sharon Hills Park or Marketplace Park when special events are conducted by outside organizations. The proposed changes to the MFS will help to fill that gap and allow the City to collect appropriate fees to support the maintenance to public park areas including turf, sidewalks, park furniture and landscaping.

IMPACT ON CITY RESOURCES

The estimated annual net increase in General Fund revenue from the revisions discussed in this report is \$165,674.

User fees provide a significant source of cost recovery for the City. The recommended revisions to the Master Fee Schedule will be built into the FY 2015-16 budget recommendations and will help in maintaining service levels in the current fiscal year.

ENVIRONMENTAL REVIEW

Adoption of a Master Fee Schedule is categorically exempt under current California Environmental Quality Act guidelines.

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. User Fee Cost Recovery – Fiscal Policy

Report prepared by:
Derek Schweigart
Community Services Manager

City of Menlo Park

Fiscal Policy

Department City Council	Page 1 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Purpose:

A clear User Fee Cost Recovery Policy will allow the City of Menlo Park to provide an ongoing, sound basis for setting fees that allows charges and fees to be periodically reviewed and updated based on predetermined, researched and supportable criteria that can be made available to the public.

Background:

In 2005 the *Your City/Your Decision* community driven budget process provided community direction and initial information on approaches to cost recovery of services. In 2007, the Cost Allocation Plan provided further basis for development of a standardized allocation system by providing a methodology for data-based distribution of administrative and other overhead charges to programs and services. The Cost of Services Study completed in 2008 allowed the determination of the full cost of providing each service for which a fee is charged and laid the final groundwork needed for development of a values-based and data-driven User Fee Cost Recovery Policy. A draft User Fee Cost Recovery Policy was presented for consideration by the Council at a Study Session on February 10, 2009. Comments and direction from the Study Session were used to prepare this Fiscal Policy.

Policy:

The policy has three main components:

- Provision for ongoing review
- Process of establishing cost recovery levels
 - Factors to be Considered
- Target Cost Recovery Levels
 - Social Services and Recreation Programs
 - Development Review Programs
 - Public Works
 - Police
 - Library
 - Administrative Services

Provision for ongoing review

Fees will be reviewed at least annually in order to keep pace with changes in the cost of living and methods or levels of service delivery. In order to facilitate a fact-based approach to this review, a comprehensive analysis of the city's costs and fees should be made at least every five years. In the interim, fees will be adjusted by annual cost factors reflected in the appropriate program's operating budget.

Process of establishing service fee cost recovery levels

The following factors will be considered when setting service fees and cost recovery levels:

1. Community-wide vs. special benefit
 - The use of general purpose revenue is appropriate for community-wide services while user fees are appropriate for services that are of special benefit to individuals or groups. Full cost recovery is not always appropriate.
2. Service Recipient Versus Service Driver
 - Particularly for services associated with regulated activities (development review, code enforcement), from which the community primarily benefits, cost recovery from the "driver" of the need for the service (applicant, violator) is appropriate.
3. Consistency with City public policies and objectives
 - City policies and Council goals focused on long term improvements to community quality of life may also impact desired fee levels as fees can be used to change community behaviors, promote certain activities or provide funding for pursuit of specific community goals, for example: health and wellness, environmental stewardship.

City of Menlo Park

Fiscal Policy

Department City Council	Page 2 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

4. Impact on demand (elasticity)
 - Pricing of services can significantly impact demand. At full cost recovery, for example, the City is providing services for which there is a genuine market not over-stimulated by artificially low prices. Conversely, high cost recovery may negatively impact lower income groups and this can work against public policy outcomes if the services are specifically designed to serve particular groups.
5. Discounted Rates and Surcharges
 - Rates may be discounted to accommodate lower income groups or groups who are the target of the service, such as senior citizens or residents.
 - Higher rates are considered appropriate for non-residents to further reduce general fund subsidization of services.
6. Feasibility of Collection
 - It may be impractical or too costly to establish a system to appropriately identify and charge each user for the specific services received. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.

Target cost recovery levels

1. Low cost recovery levels (0% – 30%) are appropriate if:
 - There is no intended relationship between the amount paid and the benefit received
 - Collecting fees is not cost-effective
 - There is no intent to limit use of the service
 - The service is non-recurring
 - Collecting fees would discourage compliance with regulatory requirements
 - The public at large benefits even if they are not the direct users of the service
2. High cost recovery levels (70% – 100%) are appropriate if:
 - The individual user or participant receives the benefit of the service
 - Other private or public sector alternatives could or do provide the service
 - For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received
 - The use of the service is specifically discouraged
 - The service is regulatory in nature
3. Services having factors associated with both cost recovery levels would be subsidized at a mid-level of cost recovery (30% - 70%).

General categories of services tend to fall logically into the three levels of cost recovery above and can be classified according to the factors favoring those classifications for consistent and appropriate fees. Primary categories of services include:

- Social Services and Recreation Programs
- Development Review Programs – Planning, and Building
- Public Works Department – Engineering, Transportation, and Maintenance
- Public Safety

City of Menlo Park

Fiscal Policy

Department City Council	Page 3 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Social Services and Recreation Programs

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
9	<u>Parks</u>			
	Dog Park	X		
	Skate Parks	X		
	Open Space/Parks	X		
	Playgrounds	X		
7 11 10 11 11 7 7 11	<u>Social Services</u>			
	Senior Transportation	X		
	Senior Classes/Events	X		
	Belle Haven School Age – Title 22		X	
	Menlo Children’s Center – Title 22			X
	Preschool - Title 22			X
	Preschool – Title 5		X	
	Second Harvest	X		
7	Congregate Nutrition		X	
11	Belle Haven Community School		X	
	<u>Events/Celebrations</u>			
	City Sponsored	X		
	City-Wide	X		
	Youth & Teen Targeted	X		
	Cultural	X		
	Concerts	X		
5, 6, 7 9 9 9 10 5,6,7 9 5,6,7,8,9,10	<u>Facility Usage</u>			
	City Functions (e.g. commissions)	X		
	Co-Sponsored Organizations	X		
	Non-Profit	X		
	Fields - Youth (non-profit)		X	
	Fields - Adult (non-profit)		X	
	Tennis Courts		X	
	Picnic Rentals - Private Party			X
	Private Rentals			X
	Fields - For-profit			X
	Contracted Venues – for profit			X
8 8 8 7 11	<u>Fee Assisted Programs</u>			
	Recreational Swim	X		
	Swimming Classes	X		
	Lap Swimming	X		
	Recreation Classes	X		
	Open Gym Activities	X		

City of Menlo Park

Fiscal Policy

Department City Council	Page 4 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Social Services and Recreation Programs - continued

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
11 10,11 9 10 10 12 6,12 11	<u>Recreation Programs</u> Drop-In Activities Camps & Clinics Youth Leagues Youth Special Interest Adult Special Interest Gymnastics Birthday Parties Adult League		X	X X X X X X X

Low Recovery Expectations: Low to zero recovery is expected for programs in this category as the community benefits from the service. Non-resident fees if allowed may provide medium cost recovery.

In general, low cost programs or activities in this group provide a community wide benefit. These programs and activities are generally youth programs or activities enhancing the health, safety and livability of the community and therefore require the removal of a cost barrier for optimum participation. Recreation programming geared toward the needs of teens, youth, seniors, persons with disabilities, and/or those with limited opportunities for recreation are included. For example:

- **Parks** – As long as collecting fees at City parks is not cost-effective, there should be no fees collected for general use of parks and playgrounds. Costs associated with maintaining the City's parks represent a large cost for which there is no significant opportunity for recovery – these facilities are public domains and are an essential service of City government.
- **Social Services** – There is no intended relationship between the amount paid and the benefit received for social service programs. Some programs are designed and delivered in coordination/partnership with other providers in Menlo Park.
- **Senior Transportation** – Transportation is classified as a low cost recovery program because there is no fee charged for the program and the majority of the seniors served cannot afford the actual cost of the service. Donations are solicited, but they are minimal. No fee should be established for this service, as it would threaten ridership and County reimbursements would be withdrawn.
- **Senior Classes/Events** – The primary purpose of senior classes and events is to encourage participation. The seniors served in these classes do not have the means of paying for the classes and are classified as “scholarship” recipients due to their low income levels. The classes should continue to be offered in collaboration with outside agencies which can offer them for free through state subsidies.
- **Second Harvest** – Monthly food distributions provide free food to needy families and so contribute a broad community benefit. The coordination and operation of the program is through the Onetta Harris Center staff with volunteers assisting with the distribution of food, to keep costs as low as possible.
- **Events/Celebrations** – Community Services events provide opportunities for neighborhoods to come together as a community and integrate people of various ages, economic and cultural backgrounds. Events also foster pride in the community and provide opportunities for volunteers to give back. As such, the benefits are community-wide. In addition, collection of fees are not always cost effective.

City of Menlo Park

Fiscal Policy

Department City Council	Page 5 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

- Facility Usage – Safe and secure facilities for neighborhood problem-solving and provision of other general services support an engaged community and should be encouraged with low or no fees.
- Fee Assisted Recreation Programs – Activities with fee assistance or sliding scales make the programs affordable to all economic levels in the community. Organized activities, classes, and drop-in programs are designed to encourage active living, teach essential life and safety skills and promote life-long learning for broad community benefit.

Medium Recovery Expectation – recovery of most program costs incurred in the delivery of the service, but without recovery of any of the costs which would have been incurred by the department without the service. Both community and individuals benefit from these services. Non-resident fees if allowed may provide high cost recovery.

- Belle Haven School Age – Title 22 - Licensed Child Care Program – Services to participants in this program are not readily available elsewhere in the community at low cost. The program provides broad community benefit in the form of a safety net for children in the community. Organized activities and programs teach basic skills, constructive use of time, boundaries and expectations, commitment to learning and social competency. Resident fees charged based on San Mateo County Pilot program for full day care that sets fees at no more than 10% of the family's gross income.
- Preschool Title 5 – The Preschool Program is supported primarily by reimbursement of federal and state grants for low income children. Tuition and reimbursement rates are regulatory.
- Senior Lunches – Congregate Nutrition is classified as a medium cost recovery fee as it asks a donation coupled with a per meal reimbursement from OAA & State funds.
- Belle Haven School Community School – The Community School partners with various non-profit and community-based agencies to provide much needed services to the community – high quality instruction, youth enrichment services, after-school programs, early learning and a family center. Services are open to Belle Haven students, their families and residents of the surrounding neighborhood.
- Field Rentals and Tennis Courts – Costs should be kept low for local non-profit organizations providing sports leagues open to residents and children in the Menlo Park Schools that encourage healthy lifestyles and lifelong fitness. Opportunities exist to collect a reasonable fee for use to defray citywide expenses for tennis facilities and fields.
- Programs – Drop-in programs can be accessed by the widest cross section of the population and therefore have the potential for broad-base participation. Recreation drop-in programs have minimal supervision while providing healthy outlets for youth, teens and adults

High Recovery Expectations – present when user fees charged are sufficient to support direct program costs plus up to 100% of department administration and city overhead associated with the activity. Individual benefit foremost and minimal community benefit exists. Activities promote the full utilization of parks and recreation facilities.

- Menlo Children's Center School Age and Pre-school – Title 22 – Participation benefits the individual user.
- Picnic Areas – Picnic rental reservations benefit the individual but help defray the cost of maintaining parks benefiting the entire community.
- Facility Usage – Facility use is set at a higher rate for the private use of the public facility for meetings, parties, and programs charging fees for services and celebrations.

City of Menlo Park

Fiscal Policy

Department City Council	Page 6 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

- Programs – Activities in this area benefit the individual user. Programs, classes, and sports leagues are often offered to keep pace with current recreational trends and provide the opportunity to learn new skills, improve health, and develop social competency. The services are made available to maximize the use of the facilities, increase the variety of offerings to the community as a whole and spread department administration and city-wide overhead costs to many activities. In some instances offering these activities helps defray expenses of services with no viable means of collecting revenue e.g. parks, playgrounds, etc.
- Contracted Venues – (for profit) – Long term arrangements where a facility is rented or contracted out to reduce general funding expense in order to provide specialized services to residents.

Development Review Services

1. Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits)
2. Building and safety (building permits, structural plan checks, inspections)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	<u>1. Planning</u>			
24	Appeals of Staff Decisions	X		
24	Appeals of Planning Commission Decisions by Residents	X		
	Subsequent Appeals			X
24	Temporary Sign Permits	X		
23	Use Permits – Non-Profits	X		
24	Administrative Reviews – Fences		X	
	Appeals of Planning Commission Decisions by			X
24	Non-Residents			X
23	Administrative Reviews – Other			X
23	Architectural Control			X
23	Development Permits			X
23	Environmental Reviews			X
23	General Plan Amendments			X
24	Tentative Maps			X
24	Miscellaneous – not listed elsewhere			X
	Reviews by Community Development			X
24	Director or Planning Commission			X
23	Special Events Permitting			X
23	Study Sessions			X
24	Zoning Compliance Letters			X
23	Signs and Awnings			X
23	Use Permits – other			X
23	Variances			X
23	Zoning Map			X
	Ordinance Amendments			

City of Menlo Park

Fiscal Policy

Department City Council	Page 7 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
28-48	<u>2. Building and safety</u> Solar installations Building Permits Mechanical Permits Electrical Permits Plumbing Permit Consultant Review	X		X X X X X

Low Recovery Expectations: Low to zero recovery is expected for services in this category to maintain open and accessible government processes for the public, encourage environmental sustainability and encourage compliance with regulatory requirements. Example of Low Recovery items:

- Planning – The fees for applicants who wish to appeal a Staff Decision or for a Menlo Park resident or neighbor from an immediately adjacent jurisdiction who wishes to appeal a decision of the Planning Commission is purposefully low to allow for accessibility to government processes.
- Planning – Temporary sign permit fees are low so as to encourage compliance.
- Building – The elimination or reduction of building permits for solar array installations is consistent with California Government Code Section 65850.5, which calls on local agencies to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

Mid-level Recovery Expectations: Recovery in the range of 30% to 70% of the costs incurred in the delivery of the service reflects the private benefit that is received while not discouraging compliance with the regulation requirements.

- Planning – Administrative permits for fences that exceed the height requirements along Santa Cruz Avenue are set at mid-level to encourage compliance.

High Recovery Expectations: Cost recovery for most development review services should generally be high. In most instances, the City's cost recovery goal should be 100%.

- Planning – Subsequent Appeals - The fees for applicants who are dissatisfied with the results of a previous appeal of an administrative permit or a decision of the Planning Commission should be at 100% cost recovery.
- Planning – Most of the Planning fees charged are based on a "time and materials" basis, with the applicant/customer being billed for staff time (at a rate that includes overhead cost allocations) and the cost of actual materials or external services utilized in the delivery of the service.
- Building – Building fees use a cost-basis, not a valuation basis, and are flat fees based on the size and quantities of the project.

City of Menlo Park

Fiscal Policy

Department City Council	Page 8 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Public Works Department - Engineering, Transportation, and Maintenance

1. Engineering and Transportation (public improvement plan checks, inspections, subdivision requirements, encroachments)
2. Transportation (red curb installation, truck route permits, traffic signal repairs from accidents)
3. Maintenance (street barricades, banners, trees, special event set-up, damaged city property)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	<u>1. Engineering</u>			
25	Heritage Tree	X		
25	Appeals to Environmental Quality Commission and City Council	X X		
	Bid Packages	X		
19	Plotter Prints		X	
19	Encroachment Permits for			
19	City-mandated repair work (non-temporary)		X	
25	Heritage Tree		X	
	Tree Removal Permits 1 – 3 trees			
19	City Standard Details		X	
20	Improvement Plan Review			X
20	Plan revisions			X
21	Construction Inspection			X
20	Maps / Subdivisions			X
	Real Property			X
19	Abandonments			X
19	Annexations			X
21	Certificates of Compliance			X
20	Easement Dedications			X
20	Lot Line Adjust/Merger			X
19	Encroachment Permits			X
19	Completion Bond			X
	Processing Fee			X
25	Heritage Tree Permits			X
	After first 3 trees			X
16	Downtown Parking Permits			X
	<u>2. Transportation</u>			
22	Red Curb Installation	X		
22	Truck Route Permits	X		
22	Traffic Signal Accident			X
22	Aerial Photos			X

City of Menlo Park

Fiscal Policy

Department City Council	Page 9 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
22 22 22 22 22 22 22	<u>3. Maintenance</u> Tree Planting Banners – Santa Cruz Ave Barricade replacement Weed Abatement Special Event set-up – for profit use Special Event set-up- for non-profits use Damaged City property	X	X	X X X X X X

Low Recovery Expectations: Low to zero recovery is expected for services in this category as the community benefits from the service. In general, low cost services in this group provide a community-wide benefit. These services generally are intended to enhance or maintain the livability of the community and therefore require the removal of a cost barrier to encourage use. However, in some instances the maximum fee that can be charged is regulated at the State or Federal level and therefore the City fee is not determined by City costs (truck route permits, copies of documents). Examples of Low Recovery items:

- Maintenance – Tree Plantings is classified as a low cost recovery fee to replacement of trees removed due to poor health and to encourage new tree plantings.
- Transportation – Red Curb Installation is classified as a low cost recovery fee for support traffic/parking mitigation requests to address safety concerns of residents and businesses.
- Transportation – Truck Route Permits Fees – maximum fee set by State Law.
- Engineering – Heritage Tree Appeals is classified as a low cost recovery fee to insure that legitimate grievances are not suppressed by high fees.
- Engineering – Bid Packages are provided at a low cost to encourage bid submissions thereby insuring that the City receives sufficient bids to obtain the best value for the project to be undertaken.

Medium Recovery Expectations: Recovery in the range of 30% to 70% of the costs incurred in the delivery of the service. Typically both the community and individuals benefit from these services.

- Engineering – Encroachment Permits for City-mandated repairs are classified as a medium cost recovery. Since the property owner is paying for the cost of construction but is required by ordinance to perform it promptly, a discounted fee for the permit is appropriate.

High Recovery Expectations: Recovery in the range of 70% to 100% when user fees charged are sufficient to fully recover costs of providing the service. Individual benefit is foremost and minimal community benefit exists. Most services provided by the Public Works Department fall in this area.

- Engineering – Encroachment Permits where the public right of way is used or impacted on a temporary or permanent basis for the benefit of the permittee. Debris Boxes are such an example.
- Transportation – Traffic Signal Accident repair cost is the responsibility of the driver/insurer.
- Maintenance – Weed Abatement performed by Public Works staff to address ongoing code violation.
- Maintenance – Banners on Santa Cruz Avenue and El Camino Real.

City of Menlo Park

Fiscal Policy

Department City Council	Page 10 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Public Safety – Police Services (Case Copies, False Alarms, Parking Permits, Abatements, Emergency Response, Background Investigations, Tow Contract)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
14	Case Copies	X		
15	Citation Sign Off - Residents	X		
1, 15	Document Copies	X		
14	Bicycle Licenses	X		
16	Overnight Parking Permits			X
16	Residential Parking Permits	X		
15	Property Inspection – Code Enforcement	X		
15	Real Estate Sign Retrieval	X		
14	False Alarm – Low Risk		X	
15	Rotation Tow Service Contract		X	
15	Repossession Fee		X	
14	False Alarm – High Risk			X
14	Good Conduct Letter			X
14	Preparation Fees			X
14	Research Fee			X
14	Civil Subpoena Appearance			X
14	Finger Printing Documents			X
15	Background Investigations			X
14	Notary Services			X
14	Vehicle Releases			X
14	DUI - Emergency Response			X
15	Intoximeter Rental			X
15	Street Closure			X
15	Unruly Gatherings			X
18	Abatements			X

Low Recovery Expectations: Low to zero recovery is expected for services in this category as the community generally benefits from the regulation of the activity. The regulation of these activities is intended to enhance or maintain the livability of the community. However, in some instances the maximum fee that can be charged is regulated at the State or Federal level and therefore the City fee is not determined by City costs (copies of documents).

Medium Recovery Expectation: Recovery in the range of 30% to 70% of the costs of providing the service. Both community and individuals benefit from these services.

- False Alarm – primarily residential and low cash volume retail. Alarm response provide a disincentive to crime activity. However excessive false alarms negatively impact the ability of prompt police response to legitimate alarms.

City of Menlo Park

Fiscal Policy

Department City Council	Page 11 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Public Safety – Police Services - continued

High Recovery Expectations: Recovery in the range of 70% to 100% when user fees charged are sufficient to recover costs of the service provided. Individual benefit is foremost and minimal community benefit exists. Items such as False Alarm, DUI Emergency Response, Vehicle Releases, Unruly Gathering, and Abatements are punitive in nature and the costs should not be funded by the community. Items such as Good Conduct Letter, Preparation Fees, Research Fee, Finger Printing, Background Investigations, and Notary Service primarily benefit the individual. 100% of the cost for services in these areas is typical.

- Overnight Parking Permits – the fee charged for One Night Parking Permits fall into Low Cost Recovery, however when combined with the fees collected from the issuance of Annual Permits the result is the program should achieve High Cost Recovery.
- Street Closure – primarily residential for activities within a defined area. This service is provide for public safety and therefore is provided at a rate below 100% cost recovery.

Library (Library Cards, Overdue Fines, etc.) – fees are primarily established by the Peninsula Library Service.

Administrative Services (Copying Charges, Postage, etc.) – fees are primarily set by regulations and are generally high cost recovery of pass-thru charges.

Memo

To: Parks and Recreation Commission
From: Derek Schweigart, Community Services Manager
Date: February 25, 2015
Re: Director's Update and Announcements for February 2015

1. Sports – Sports Field User Highlight

Menlo Atherton Grizzlies Lacrosse is one of the City of Menlo Park's Sports Field User Groups. They became a user group in 2012 and have grown from 75 participants when they were founded in 2011 to over 275 participants today. They are a 501(c)3 organization with 3 part time staff but are led by over 80% volunteer coaches and board members.

The Grizzlies are an inclusive volunteer based organization that strives to develop young people, teach, grow and honor the game as well as provide coaches that are mentors and role models. Their mission is to create and provide the best possible environments for young people to reach their fullest athletic and personal potential. They have a vision to help young people develop into adults of empathy, courage, and integrity who will lead, be responsible for and change the world for good. The Grizzlies are currently practicing and playing games on fields across town from Hillview to Kelly Park.

2. Menlo Children's Center (MCC)

MCC hosted their Annual Valentine's Day Celebrations Valentines this month. During the week leading up to Valentine's Day, the program's curriculum focused on caring and sharing and what makes a good friend. The week ended with classroom Valentine parties. Each child brought in Valentine cards, some of which were made at home and shared them with each child in the classroom. The children decorated gift bags, played with red colored play dough, made heart shaped Rice Krispy treats or red heart popcorn, and listened to Valentine's Day stories.

3. Aquatics – Menlo Swim and Sport

Brenda Villa, the most decorated athlete in international women's water polo history, has been named to the Executive Committee of the Union Americana De Nacion (UANA) through the 2019 Pan American Games. As a member of the highest authority for aquatic sports within the Americas, Villa and the Executive Committee are responsible for the organization of the Pan

American Games in addition to a host of age group and masters events held every year. "I'm honored and grateful for the opportunity to help grow the aquatic family in the Americas as a representative of UANA," said Villa. "Having studied political science and with her fluency in three languages, we are confident Brenda will be a superb representative for UANA. Her credentials in our sport are unparalleled, and it is healthy to have her generation taking part in our hemispheric leadership. We couldn't be more delighted that she is willing to serve and give back to our sport." said Christopher Ramsey, USA Water Polo Chief Executive Officer.

Most recently, Brenda decided to take her passion for people and water polo local by immersing herself in the role of General Manager at Belle Haven Pool in Menlo Park. "I know that Brenda will be able to bring her magical spark to all the aquatic programming at Belle Haven...I am still amazed how she started a now thriving youth water polo program from nothing. Now the whole community will benefit from her love and knowledge of aquatic," said Tim Sheepen, director of Menlo Swim and Sport.

4. Belle Haven Community Garden Enters Phase 2

Staff has issued an encroachment permit to the Rotary Club for Phase 2 of the community garden. Phase 2 will include a fruit tree orchard along with a storage shed. The Rotary plans to plant as many as 12 fruit trees, 6' apart. The trees will be planted "home orchard" style meaning they will grow no taller than 6' with a 4' diameter canopy. They will use dwarf or semi-dwarf rootstock to prevent trees from growing any taller. Phase 2 is tentatively scheduled to begin February 21 and Facebook has agreed to fund the project. The Belle Haven Community Garden provides a great opportunity for community and resident capacity building in the neighborhood and is supportive of the goals in the Belle Haven Neighborhood Action Plan.

5. Senior Center

A dancing group of 82 excited seniors, dressed in their formal gowns and suits, crowded into the Menlo Park Senior Center's Ballroom on January 27, for this year's Winter Ball. From the photo booth and volunteer photographer that greeted them on their way in, to the staff and volunteers who escorted them to their tables, the seniors will remember the many special touches of this event for months to come. The buffet lunch and dessert was prepared with the help of staff and volunteers. The DJ played music from 60's and 70's, along with hit Latin songs, as seniors danced the afternoon away. This event, planned as a fundraiser for the Menlo Park Senior Center, brought in nearly \$1,000 in revenue.