



DRAFT

4
5
6
7
8
9
10
11
12

**MINUTES
PARKS & RECREATION COMMISSION
REGULAR MEETING
May 23, 2017
DOWNTOWN CITY LIBRARY
270 Forest Avenue
Palo Alto, California**

13 **Commissioners Present:** Anne Cribbs, Jeff Greenfield (arrived late), Jeff LaMere, Ryan
14 McCauley, Don McDougall, David Moss, and Keith Reckdahl

15 **Commissioners Absent:** None

16 **Others Present:**

17 **Staff Present:** Rob de Geus, Peter Jensen, Kristen O'Kane, Tanya Schornack

18 **I. ROLL CALL CONDUCTED BY:** Tanya Schornack

19 **II. AGENDA CHANGES, REQUESTS, and DELETIONS:**

20 Chair Reckdahl: Agenda Changes, Requests, or Deletions. Does anyone have any
21 modifications they want to make? We'll move on to the next item.

22 **III. ORAL COMMUNICATIONS:**

23 Chair Reckdahl: Oral Communications. I have three speaker cards, but they're all for
24 aquatics, so we'll move on.

25 **IV. BUSINESS:**

26 **1. Approval of Draft Minutes from the April 25, 2017 Parks and Recreation**
27 **Commission meeting.**

28 Approval of the draft April 25, 2017 Minutes was moved by Commissioner Cribbs and
29 seconded by Commissioner McDougall. Passed 6-0



1 **2. PUBLIC HEARING: Review of the Draft Initial Study/Mitigated Negative**
2 **Declaration for the Parks, Trails, Natural Open Space and Recreation Master**
3 **Plan.**

4 Chair Reckdahl: Next is the CEQA for the Parks Master Plan. We're going to have a
5 presentation.

6 Kristen O'Kane: Good evening, Commissioners. I'm Kristen O'Kane with the
7 Community Services Department. Tonight, we're going to be hearing a short
8 presentation on the Initial Study/Mitigated Negative Declaration that is the required
9 environmental document for the Parks, Trails, Recreation and Open Space Master Plan.
10 After the presentation, we'll be opening up the floor as a public hearing to hear
11 comments. At the end of the comment period, we'll be closing the public hearing, and
12 then we'll move on to the next agenda item. At this time, I would like to introduce
13 Barbara Beard with MIG Consulting. She is here to present on the CEQA document.

14 Barbara Beard: Good evening, Commissioners. It's nice to be able to present this project
15 to you, the CEQA portion, because I know you've heard about the Master Plan over the
16 last several years. Because the CEQA document is based on the Master Plan, I thought a
17 very brief review of the Master Plan would be in order. I know you've heard this before,
18 so we'll go fairly quickly. The Master Plan had an articulated purpose, which was to
19 guide decision-making for the future development of the parks, trails, and natural open
20 space system. It included three elements: the parks, trails, and open spaces; the
21 recreation facilities; and recreation programs. The goals articulated in the Master Plan
22 were crafted with a lot of extensive public involvement. The goals include providing
23 high quality and accessible, inclusive parks that are distributed equitably across Palo
24 Alto; to enhance the capacity of the existing park system; to create environments that
25 encourage and support health, wellness, and social connections; to preserve and integrate
26 nature throughout Palo Alto; to develop innovative programs and strategies for expanding
27 the park system; and finally, to manage the parklands effectively and sustainably. This
28 now leads into the CEQA portion of the presentation. CEQA is the acronym for the
29 California Environmental Quality Act. Since the City is the agency with the
30 responsibility of approving the Master Plan, it is the lead agency under CEQA and is
31 responsible for carrying out the environmental review on the Master Plan according to
32 the CEQA Guidelines. There are several basic purposes of CEQA. The topmost and
33 foremost purpose is to inform the decision-makers and the public about the potentially
34 significant effects of the proposed activities. In this case, the proposed activity would be
35 the adoption of the Master Plan. It identifies ways the environmental impacts can be
36 avoided or significantly reduced through the use of alternatives or mitigation measures.
37 CEQA is implemented through the State CEQA Guidelines, which specify exactly how
38 the environmental review process is to be carried out. The Guidelines identify the
39 general concepts of CEQA and identify the roles and responsibilities of the lead agency



1 and specifies the content of the environmental analysis. The Guidelines outline the steps
2 that a lead agency takes to determine the appropriate level of analysis for a particular
3 project. The first step is for the CEQA lead agency to determine whether their action is a
4 project under CEQA. In this case, the adoption of the Master Plan is considered a
5 discretionary action, and it is a project under CEQA. Then, the lead agency tries to
6 determine the appropriate type of CEQA document. There are several types, but the most
7 common ones are Initial Study and Environmental Impact Report. The Initial Study is
8 the most basic type of analysis, and the Environmental Impact Report is a much more
9 rigorous type of analysis. The CEQA Guidelines have the lead agency start out with the
10 preparation of an Initial Study, and that determines whether the project might have a
11 significant effect on the environment. The Initial Study is contained as an appendix to
12 the CEQA Guidelines, and it is the basic content of the Initial Study that you have before
13 you tonight. It starts with agriculture and goes through utilities and asks a whole bunch
14 of questions where the lead agency documents the facts supporting their conclusion of
15 impact. If the Initial Study shows that there is no evidence the project may have a
16 significant effect, the lead agency may adopt the project using either a Negative
17 Declaration or a Mitigated Negative Declaration. In this case, the City prepared the
18 Initial Study, incorporated mitigation measures into the project to avoid impacts and,
19 thus, the City is proposing to adopt the Initial Study as a Mitigated Negative Declaration.
20 The Initial Study analysis follows the CEQA Guidelines. It analyzes all phases of the
21 project planning, implementation, and operation. The timing of the preparation of the
22 Initial Study was—it was good timing because we were able to use the technical reports
23 that the City prepared for the Comprehensive Plan Update process. The environmental
24 study and discussion and the regulatory study and discussion were based on technical
25 reports prepared for the Comprehensive Plan. They're very up to date; they cover the
26 entire City; and they're very comprehensive. The Master Plan Initial Study benefited
27 from the timing of the Comprehensive Plan Update process. The Initial Study follows
28 the structure of the Master Plan in determining which types of activities can be analyzed
29 now under this CEQA document and which types of activities are subject to future CEQA
30 review when project-specific details are available. The Initial Study analyzes Master
31 Plan policies and programs that have the potential to have environmental impacts. It does
32 not analyze parts of the Master Plan that do not have environmental impacts such as
33 actions related to planning and data gathering, to outreach programming, to parks
34 funding, etc. It only focuses on actions that would have environmental impacts. The
35 Initial Study will function as a programmatic document and will act as an umbrella that
36 future CEQA review will fall under. The Master Plan identifies specific types of park
37 improvements, but it does not present project-level design plans for any specific
38 improvement or project. In the absence of project-level information, the Initial Study
39 identifies general areas of potential environmental impacts. The impact analysis
40 discusses how the City's policies, programs, and consistent conformance with regulatory
41 standards would act to reduce or avoid environmental impacts of future projects. The
42 analysis presents general mitigation measures that would be applied to future projects to



1 reduce or prevent environmental impacts. Certain types of activities in the Master Plan
2 would not be considered projects under CEQA or would be so small in their
3 environmental disturbance that they could be considered exempt. These activities would
4 consist of routine maintenance or actions that are so small that there's very little
5 environmental impact. The document includes programmatic mitigation measures that
6 would be adopted and implemented through a Mitigation Monitoring and Reporting Plan.
7 These impacts cover air quality emissions that would occur during construction,
8 protection of biological resources, and protection of undiscovered cultural and
9 paleontological resources. The Master Plan calls out seven future projects that are of a
10 more significant nature. Because the Master Plan doesn't include project-specific
11 features, the Initial Study does not include analysis of the environmental impacts
12 associated with these seven projects. Future environmental review would be done on
13 these projects when project design information is available. Just briefly going over the
14 CEQA timeline. We started the Initial Study process in January of 2017. The Initial
15 Study was released for public review on May 8th. Last night, there was a Master Plan
16 presentation to the City Council, and then tonight, May 23rd, we're having the Parks and
17 Recreation public hearing. The public comment period closes June 6th. Once the
18 comment period closes, we will review all the comments received and prepare a response
19 to comments packet and also review the Master Plan for any necessary changes to
20 language or text that come out of the comments received on the Initial Study. Finally, the
21 City Council would adopt the Initial Study. Currently, it's slated for an August 2017
22 Council hearing. Once the project is approved by the City Council, a notice of
23 determination is filed with the County Clerk's Office. That concludes the entire CEQA
24 process. If the public is interested in reviewing the Initial Study or the Master Plan, it can
25 be found on the City's website at this web address. There's a couple of different ways the
26 public can present comment. They can provide oral comments tonight at this public
27 hearing, and they can mail or email written comments to Clare Campbell, Senior Planner,
28 with the address here. The address is also provided in the first several pages of the Initial
29 Study if they were to review it. There are many ways to get this address. Comments are
30 due by 5:00 p.m. on June 6th. That concludes the presentation.

31 Chair Reckdahl: Thank you. Now, we're beginning the public hearing. This is an
32 official hoop-jumping here. The public hearing has now begun. We're open for public
33 comment. Anyone have public comment on the Parks Master Plan? Do any
34 Commissioners have any comment on it?

35 Commissioner Cribbs: I have a question about the timeline. It opened for public
36 comment in May, and it will close on the 6th of June. Can you talk about how you
37 distributed this report for people to comment? How would they know about it? Who got
38 the invitation and where it was?



1 Ms. Beard: There's a whole process that specifics that. We're working with Clare
2 Campbell in the Planning & Community Environment Department. There is a list of
3 agencies that the City routinely sends those CEQA documents to. It's all the surrounding
4 jurisdictions, Santa Clara County, the ABC notification. It's published as a notice in the
5 local newspaper, letting people know that the comment period has started and where they
6 can get the document for review. It's on the Parks Master Plan webpage on the City's
7 website. It would have been noticed—that's it. Mailing list to agencies—it will go to the
8 State clearinghouse. I'm sorry. The State clearinghouse receives it and circulates it to
9 relevant regulatory agencies.

10 Commissioner Cribbs: The people who were on the list of people who made comments
11 at the public hearings that we've had already—do those people, if you had an address, get
12 a notice that the CEQA document is ready to look at?

13 Ms. Beard: They should have, yes.

14 Ms. O'Kane: I'd like to add that we also sent an email to all of the stakeholders that were
15 part of the stakeholder group, to anyone who had attended a previous community
16 meeting, and to all the neighborhood association representatives.

17 Peter Jensen: Peter Jensen, Landscape Architect for the City of Palo Alto. It was posted
18 on the City's homepage and then also on the social media aspects of the City, Twitter,
19 Facebook. It was posted on those as well. I think the neighborhood association as well,
20 Nextdoor. Yes, it was heavily distributed. It was distributed the way that all of our
21 surveys and (crosstalk).

22 Commissioner Cribbs: The neighborhood associations specifically, did they all get a
23 notice?

24 Mr. Jensen: An email was sent to them to forward to their mailing groups.

25 Commissioner Cribbs: Which local newspaper?

26 Ms. Beard: I believe it was *The Weekly*.

27 Commissioner Cribbs: Not *The Post*, *The Weekly*, good. Thank you very much.

28 Chair Reckdahl: Our neighborhood association did not get a copy. Can you double
29 check that was sent out?

30 Ms. O'Kane: Sure.

31 Commissioner Cribbs: I didn't get it from my neighborhood association either but maybe
32 because they just didn't pass it on. They're usually great about that.

1 Chair Reckdahl: I'm on the board, and I never got it. I'm the one who would pass it on.

2 Ms. O'Kane: We'll double check our contact.

3 Mr. Jensen: What neighborhood is it?

4 Chair Reckdahl: I'm Charleston Meadows. David.

5 Vice Chair Moss: Have you gotten comments back already? Do we get to hear them?

6 Ms. Beard: We have had outreach from Santa Clara County Environmental Health
7 Department, who is interested in historic soil contamination related to past agriculture
8 uses in Palo Alto. That's the one comment that I am personally aware of at this point.

9 Vice Chair Moss: Nothing about the TCEs?

10 Ms. Beard: No, no.

11 Vice Chair Moss: Forget the superfund sites. Are we going to hear back from staff in the
12 June meeting about the comments we get by the end of the period?

13 Ms. Beard: Yes.

14 Vice Chair Moss: I think this is great; I have no issues with it. In fact, it was very
15 informative for me, especially on page 36 where you list the things that we don't have to
16 have a future CEQA for. That's a lot of stuff that we don't need one for, even the big
17 ones other than maybe digging up a few bones. I don't know what the Rinconada Pool
18 facility or the gym—what impact it would have on the environment other than maybe
19 during construction. Is that really what they're talking about? Is that why it made the
20 list? Not digging a bigger hole or something, right?

21 Ms. Beard: Right. There would be a couple of reasons depending on which facility
22 you're talking about. For Rinconada Pool, it would be adjacent to Lucie Stern, which is a
23 historic structure. You would want to make sure that the Lucie Stern Center wasn't
24 affected by the Rinconada Pool remodeling. Other than that, it would be construction
25 impacts unless you were greatly expanding uses and parking lots and that kind of stuff.

26 Vice Chair Moss: The other thing that was very interesting to me is that you said the
27 Master Plan is really not talking about major changes to any of the four open space
28 preserves. Therefore, there is nothing—you basically sort of said there' are no issues
29 with those.

30 Ms. Beard: In the Master Plan.

1 Vice Chair Moss: In the Master Plan. For instance, the ITT property, which I don't think
2 was even mentioned. I'm sure if we're going to go dig in the mud like we did with the
3 Boardwalk, we'll get some people interested.

4 Ms. Beard: The Baylands Athletic Center, is that ...

5 Vice Chair Moss: No, no. This is another part of the Baylands.

6 Ms. O'Kane: That's also a potentially significantly historic building, so that would
7 require some further review as well.

8 Vice Chair Moss: Another thing that I learned is I had no idea that Palo Alto had not one
9 but four scenic highways or scenic routes and how much time you spent talking about
10 preserving the views. That's a lot of pages on that. If we were to make a change to any
11 park that affected the view of the Foothills, this covers it. The other thing that was
12 fascinating to me was that we have 23 properties of farmland in the city limits, 23 farms
13 in the city limits. I'd love to make one of those a park. Anyway, that was amazing that
14 we even have that. You spent quite a bit of time talking about agriculture because of
15 those 23 properties. The only one I know of is Webb Ranch. That was all I had.

16 Chair Reckdahl: I have a question about the process. Who evaluates the questions that
17 are asked, and who determines whether those answers are sufficient? How does that
18 whole process work? Some questions are obviously going to be out of scope or
19 irrelevant. Who judges if they're out of scope?

20 Ms. Beard: Are you asking about the questions on the Initial Study checklist?

21 Chair Reckdahl: No, someone submits a question. Who evaluates that, and who
22 determines whether that needs to be addressed or not?

23 Ms. Beard: We would evaluate it in conjunction with staff.

24 Chair Reckdahl: This would be a City of Palo Alto ...

25 Ms. Beard: Yes. With City of Palo Alto staff. Normally the CEQA record only deals
26 with questions directly related to environmental impacts. If it's a tangential question or
27 comment, it's the lead agency's discretion as to whether they would include it or not. We
28 would work with the City on making that determination.

29 Chair Reckdahl: We answer anything we think is relevant, and we pass all of them onto
30 the agency, and then they evaluate whether our answers are sufficient?

31 Ms. Beard: If the comment is made by an agency, yes, you typically give them the
32 courtesy. First, you give them the courtesy of knowing what your response is going to

1 be. They are technically supposed to receive notification when the response to comments
2 packet is complete, before it goes to City Council for adoption. If it's a public member
3 comment, that level of coordination isn't exactly necessary, but usually the public is
4 allowed to see the response to comments before it goes to City Council.

5 Chair Reckdahl: The City Council then determines whether your answers are sufficient?

6 Ms. Beard: Determines what?

7 Chair Reckdahl: Determines whether the answers are sufficient.

8 Ms. Beard: Yes, right.

9 Chair Reckdahl: There's no other agency that we have to get to agree with you. It's just
10 you have to answer them well enough that the City Council is happy with it.

11 Ms. Beard: Yes, so that they feel comfortable adopting the Master Plan.

12 Commissioner LaMere: I just have a question. Beginning on page 26, you describe all
13 the different parks and schools, and you list existing facilities. I'm just wondering where
14 it says existing facilities if—for example, you get into where the schools are. Is that just
15 what is currently used by the City that the schools allow? Also, on page 28, Peers Park, it
16 lists gym space, which I don't think there's gym space at Peers Park. I was just curious
17 about the schools and so forth. When it lists youth softball and the basketball court, is
18 that just what it's currently used for?

19 Ms. Beard: This information is coming out of the data gathering for the Master Plan
20 effort. It wasn't unique to the Initial Study. I would have to check on the facilities that
21 are listed for the schools. I believe you are correct, though, that it's a listing of facilities
22 that are available to the City's (crosstalk).

23 Commissioner LaMere: It doesn't list any gym space at all for any of the schools.

24 Vice Chair Moss: Because it's not public.

25 Ms. O'Kane: The schools themselves are listed, but I don't think it differentiates between
26 whether it's a field or a gym. Is that ...

27 Commissioner LaMere: It'll say something like existing facilities, youth softball and
28 basketball courts, for example, for Palo Verde Elementary School. For Paly, it lists a
29 baseball field, a softball field, football field, lacrosse, tennis courts, and a basketball
30 court. I was just curious if these existing facilities designations matter with the Plan or
31 what is currently used by the City. I didn't know the accuracy.

1 Ms. O'Kane: I think it's what's used by—we don't really use Paly or Gunn. I'd have to
2 look into that and see what the designations are really saying in this document.

3 Vice Chair Moss: It should only show things that are relevant to the parks system, right?

4 Ms. O'Kane: Right.

5 Vice Chair Moss: We're not doing the environmental impact on the school system.

6 Ms. O'Kane: We'll double check that and see if it's (inaudible).

7 Commissioner Cribbs: We're hoping to do some dog parks very soon in the future. Dog
8 parks are called out as something that would need additional study. About how long
9 from the time the dog park gets approved does it take for you to do your magic to make
10 sure that we're all in compliance with (inaudible)? How long do we need to build into
11 that planning time?

12 Ms. Beard: The environmental review of a dog park would have to occur before the
13 project is approved. When the City identifies the area that they're thinking of and
14 identifies the general plans, that would be the time the staff would then look at CEQA
15 and say what level of analysis is necessary and where would the environmental impact
16 come from, if there is any. Then, there's different forms of documentation that the City
17 would want to do at that point to document their review of the project and what level of
18 CEQA review it requires. The timeframe that is necessary is really dependent on the
19 location and the potential impacts that you're trying to address. It could be a couple of
20 weeks if it's a small addition to an existing dog park and it's essentially exempt from
21 CEQA because you've looked at it and there are no impacts with the expansion of an
22 existing park. If it's a new park, then you would want to do enough of an analysis and
23 documentation that you would be documenting according to the CEQA requirements
24 whether there are any impacts associated with the new dog park. That could be several
25 months. Sorry to be (crosstalk).

26 Commissioner Cribbs: That's not what I wanted to hear. Thank you. That gives us an
27 idea.

28 Chair Reckdahl: If there are no other comments, then this is the end of the public
29 hearing. The comment period is open until June 6th. You can contact the City if you
30 have any comments. Otherwise, we'll move on to the next topic.

31 **3. City of Palo Alto Aquatics Contract Update**

32 Chair Reckdahl: The next topic is City of Palo Alto aquatics update. Jazmin will be
33 presenting. After her presentation, the public speakers will get their chance.

1 Jazmin LeBlanc: Hi, my name is Jazmin LeBlanc. I work in the Community Services
2 Department. I am here to talk about the aquatics program and the contract amendment
3 that we're hoping to move forward with Team Sheeper. Some of you have heard some of
4 this in the past, but I'm going to go through what our program is and what we're trying to
5 do. Our current aquatics program includes a variety of different services. We have a
6 year-round adult lap swim program. We have a limited recreation swim program, which
7 runs summers plus selected weekends in May and September. Now, because of the
8 contract that we entered into with Team Sheeper in January, we offer an expanded youth
9 swim lesson program and summer swim camps, which I'll elaborate on in a moment. We
10 also offer facility rentals for private pool parties during the summer. Our pool is home to
11 PASA youth competitive swim team and the Rinconada Masters, an adult swim team.
12 The expanded swim program that we began this year has provided more swim lessons
13 that we've had in previous years. We've already started; they started in April, and they'll
14 continue through October. We have two types of swim lessons that we're offering now,
15 which are the weekly sessions that we've had in the past where there's 5 days in a row of
16 lessons, and also the once a week continuous lesson program for those that are coming
17 just once but for a longer period. We also offer, as I mentioned, summer swim camps
18 that are running for 11 weeks this summer from 9:00 a.m. to 2:00 p.m. each day. I've
19 included in this slide the lesson pricing for both group and private lessons for residents
20 and nonresidents. Why are we here? We're here because we've had trouble staffing our
21 learn to swim program, open swim and rec, and lap swim programs for the last 3 years.
22 We've heard from customers that they want to have more open hours at the pool and
23 more access to swim lessons and rec swim in particular. Just to elaborate a little bit on
24 those staff shortages, in the last 2 years we have not had enough instructors that we've
25 been able to hire to provide swim instruction with City guards. We ended up in 2015
26 doing an emergency contract with Team Sheeper, which is an aquatics provider based in
27 Menlo Park, to offer swim lessons in 2015. That worked out really well, and we got very
28 strong support from customers, so we went back to use them again in 2016. During that
29 time, we also put out an RFP to find out what options we had if we wanted to contract out
30 more than just the swim lesson program. We did that RFP and received two responses
31 back, one from the YMCA and one from Team Sheeper. The Team Sheeper response
32 was the chosen response, but we still right now have not entered into the full aquatics
33 program that they provided in 2016. We've taken our time to do a really thorough
34 analysis and public outreach to make sure we move forward with the right contract with
35 Team Sheeper. We've continued to have these staff shortages. Throughout this year,
36 we've actually had to rely on a full-time staff person, the Recreation Coordinator, to
37 backfill lifeguarding hours. Instead of being able to do his job of managing the pool, he
38 has had to actually sit at the pool and staff lap swim time. We're really hoping to end this
39 problem. That's part of why we're here. The other piece, as I mentioned, is we've
40 received a lot of feedback from customers that they would like to see more swim lessons,
41 in particular more swim lessons in evenings and weekends. In previous years, we
42 frequently had about half of our swim lessons full or wait listed. Those were typically all



1 the evening lessons that we offered. We did a survey in November, I believe, or October
2 that found that 70 percent of our previous participations in swim lessons indicated that
3 they would enroll in swim lessons if we had them in the spring and fall. There was that
4 interest. In a survey that we did as part of the Master Plan program, we found that 50
5 percent of respondents wanted to have more opportunities for recreation swimming in
6 Palo Alto. Our goals have been really to respond to the staffing needs we've had and the
7 customer feedback that we've received to expand the swim lesson program, expand the
8 recreational swimming season, and try to provide more access to the pool outside of 9:00-
9 5:00 weekday hours. The proposed program that we have is to expand Team Sheeper's
10 contract to not just provide swim lessons in 2017 but to actually provide lifeguards to
11 staff our lap and recreational swim programs starting at the end of our summer season.
12 That would be August 14th, 2017. This would be actually for a very short 16-month
13 contract that would expire on December 31, 2018. The idea there is that we want to just
14 take incremental changes and see how that will work for us. Team Sheeper has a flexible
15 model that can handle increased demand at multiple times. We want to continue this
16 expanded swim lesson program into 2018. I went to the pool this weekend, and these are
17 my children enjoying the luxurious pool. We've turned up the heat, so I would encourage
18 anyone to come to our pool and enjoy the wading pool. It's really lovely. I do want to
19 address the subcontracts that we're hoping to have with PASA and Rinconada Masters.
20 As part of this agreement, we would like to have PASA and Rinconada Masters operate
21 as subcontractors with Team Sheeper. We think administratively it would be a lot easier
22 to handle day-to-day operations at the pool if the people who are there most of the time,
23 Team Sheeper, are able to work with PASA and Masters for any changes or issues that
24 may occur. I do want to emphasize that this is not us handing over the pool to a private
25 operator. This is just expanding a service agreement where Team Sheeper is working for
26 us to provide the services that we want. To that end, they'll be doing the same thing with
27 Masters and PASA as they'll be doing with lap swim and rec swim and swim lessons.
28 They'll be working for us. We've been trying to work with Masters and PASA to make
29 sure that the terms in those subcontracts are going to work for all parties involved. We've
30 already come pretty far along with PASA. I think we have a little more work to do with
31 Masters, but we would like to get there. No terms are currently locked in. We had asked
32 Team Sheeper to provide a draft subcontract as a starting point for Rinconada Masters
33 and PASA to be able to work with, to see what works, what doesn't in those contracts.
34 That's where we are with those. Just to give some assurance, we can add language into
35 the contracts that we have now to specify that Masters and PASA will have the same
36 access that they have previously had and currently have at the pool and make sure that
37 that language is in there. I'm sorry; I'm losing my train of thought. We want to add into
38 the contract language that guarantees Masters and PASA have the same pool access that
39 they've had in the past. If they choose that they want to have less access, that would be
40 fine. If they want all of the same hours, they can have all of the same hours. We want to
41 make sure that the terms will work for everyone. This is a three-party deal. This is with
42 the City, Masters or PASA depending on the subcontracts, and Team Sheeper. That's



1 very important to us, to maintain what's been working for so long at the pool. I wanted to
2 go over the swim schedule just to give you a sense of what we're proposing to change.
3 I'll also add that the way that we've set up this contract amendment, the City and Team
4 Sheeper need to agree on all of the schedule changes. There were previous versions of
5 schedules that Team Sheeper provided in their response to the RFP and in other memos
6 that we've presented to this Commission, that were more their starting point. We've made
7 it very clear that we don't want to make major changes to our schedule, and we're not
8 going to. This was 2016. The main difference you'll note, when we go to the next slide,
9 is Saturday and Sunday afternoons. Rather than have a big block of time for lap swim,
10 there's shared lap swim and recreational swim in the fall. As I mentioned, I was there just
11 last weekend with my kids. I think there's definitely demand throughout the warmer fall
12 months for recreational swim opportunities. Essentially, there isn't much change except
13 for those Saturday and Sunday hours. The next slide emphasizes exactly what those are.
14 I will say that they're subject to a little bit of change in the case of PASA or Masters. If
15 there's any changes to the scheduling that they want to have, then that would impact the
16 schedule. This is our proposal assuming that PASA and Masters have no changes.
17 Basically, you can just see a slight expansion of the hours available on Saturdays and
18 Sundays and a sharing with rec swim in the afternoons. Another thing that we'll be able
19 to offer are pool parties in the fall. Right now, we offer only evenings for private pool
20 parties between May and September. If we use Team Sheeper, we'll be able to offer
21 nonexclusive pool parties during any rec swim time at the pool. This is the proposed
22 pricing. Just to clarify, the seniors age is 60 years. Someone pointed out to me in a
23 community meeting last week that it said 65 years at some places. I worked with Team
24 Sheeper to make sure that we have it as 60 years old. The same senior age that we've had
25 at our pool we'll continue to have at the pool. The main notable difference is the absence
26 of a ten pack, instead a replacement with a monthly pass program. It's definitely going to
27 be a change for people. There's no way around that. We do think that ultimately a lot of
28 people are going to be really well served by having a monthly pass at the pool. The idea
29 behind it is that frequent users can just pay once in a month and use the pool whenever
30 they want. They don't need to think about how many tickets they have left or whether
31 they need to buy more. They can just walk in and enjoy the pool. This is the nonresident
32 pricing. You can see a slight increase in all of the same offerings for nonresidents. Our
33 next steps. This contract amendment would extend our current contract through
34 December of 2018. We're hoping to be able to present this contract to the City Council
35 on Monday, June 12th. We would need to do a new RFP for aquatics in the spring of
36 2018, which would give us several months of feedback from customers to really make
37 sure that we get all the terms exactly right for a longer contract. Of course, we'll be
38 seeking additional community input throughout this process with surveys, interviews, and
39 community meetings.

40 Chair Reckdahl: Does going to Council have—does that have to include the PASA and
41 the Masters contracts or those are independent?



1 Ms. LeBlanc: They can definitely be independent. I think the PASA contract by then
2 will be finalized. As far as I understand between Tony and Team Sheeper, there haven't
3 been any issues in terms of—we presented what we thought was a fair pricing model, and
4 they seem to be fine with that. Again, I'm Jazmin. You can contact me. You can also
5 contact Kristen O'Kane about this. We are available for ...

6 Rob de Geus: If I could just say a couple of things. Rob de Geus, Director of
7 Community Services. I think we've come a long way since November and heard a lot of
8 feedback from the swimming community, from lap swimmers and Masters swimmers.
9 There's a lot of passion for the pool and their program. I think we have a much more
10 palatable schedule here that really doesn't change a lot of the programming, but it does
11 allow us to have a much more sustainable program with the support of Tim Sheeper and
12 his team so that we can really open the pool the hours and days we want to and even
13 beyond that, to expand the program to allow more people to use the pool. It is change,
14 and change is hard. We want to thank all the people involved. We're almost there. Carol
15 and the Master swimmers, and the lap swimmers and Tim, your patience in sticking with
16 us for these last 2 years, thank you for that. I think this is a good thing for the City.

17 Chair Reckdahl: Now, we'll move on to public comment. Carol MacPherson's going to
18 start. You can go up to the podium. Followed by Timothy Groves.

19 Carol MacPherson: I've been with Rinconada Masters program for 45 years. I founded
20 the program back in '73. We had seven people participating at that point. It was a big
21 team. We were the only team in the area besides the San Mateo team. We had lots of
22 swimmers at that point. As we progressed, other teams started in the area. Swimmers
23 would swim closer to home, and they'd spread out. At this point, we probably have
24 about, I'd say, probably 20 teams in the area including a lot of the private clubs and
25 everything. We maintain right now about 65 swimmers. We are very interested in
26 keeping our swimmers in the program. We would really prefer to keep our morning
27 programs intact. We're willing to give up our afternoons, half of that program, because
28 we don't have many swimmers in the afternoon. Our night program, we've been sharing
29 with Palo Alto Swim Club for the last 5 years. They have six lanes, and we have the
30 other half. I started a swim for fitness program to feed into my Masters program. That is
31 at noon time for an hour, from 12:00-1:00, and at night from 7:00-8:00. We've had good
32 success with that. We have been feeding in swimmers, and they really like that program.
33 We want to keep that program intact with the Masters program. We would like to have
34 our morning program and our Saturday and Sunday program to stay the same. That's
35 when we have most of our swimmers. It's very hard for our swimmers to come at noon
36 because they work and can't get to the point where they can get to the pool. We have
37 maybe seven swimmers that swim at noon in the swim for fitness program. We're willing
38 to give up those lanes. We would like to negotiate with Rob and Team Sheeper to go
39 over our proposal. We just found out the Sheeper proposal on the 14th of May. Within

1 the last 2 weeks, we've gotten together a proposal, and we're going to present it. We just
2 gave one copy to Rob today and to Tim. We want to negotiate with them on what our
3 needs are for our team. Being there 45 years, a lot of my swimmers are here tonight to
4 show support. There's about 17 of them here. They care about the program. We have a
5 lot of seniors in this program. I think part of you heard about the swimmer that had a
6 heart attack in the water. He's been with us a lot of years. Our Masters swimmers took
7 over, gave him CPR. As soon as the paramedics got there, we handed him over to them.
8 They worked on him for, I'd say, 15-20 minutes with zapping his heart three times and
9 finally got a breath. I've been seeing him all week; he is doing great. His memory for the
10 situation is just not there. There's no memory of what happened. He is doing well, and
11 his memory for other things is just fine. He asked me what happened. He said, "What
12 happened to me?" He's doing really well. He wants to come back to swimming. We
13 hope that you will vote and keep our program intact and let us continue. Thank you.

14 Chair Reckdahl: Thank you. Next up is Timothy Groves, followed by David Levinson.

15 Mr. de Geus: If I could just chime in there about Stan and the incident that happened at
16 the Masters program. That's a really great story of collaboration and working together
17 with the Masters swimmers, first of all, recognizing that and being able to get Stan out of
18 the pool and start the CPR. Then, Team Sheeper, Tim Sheeper had staff in the
19 neighboring pool doing lessons. They worked together to continue the CPR. The City
20 was there with our paramedics within a matter of minutes. Had any of those pieces not
21 happened, I think the story could be quite different. That is a real success story. Nice
22 job.

23 Chair Reckdahl: Go ahead, Timothy.

24 Timothy Groves: My name is Timothy Groves. I'm currently a Palo Alto resident. I first
25 joined the Rinconada Masters in 1978. The pool facility and our good relationship with
26 the City of Palo Alto, in my mind, have been a treasure over the years. I for one really
27 appreciate that. On May 14th, we got a first look at a draft contract. Frankly, the terms
28 of that contract are onerous to us. That includes significant cost increase in contrast to
29 the charts that were just up there. We were not a part of creating that draft. We were
30 asked to respond very quickly to it, didn't give us time to evaluate what we need and want
31 out of that. It appears to be a lack of transparency in generating that. The business
32 process was flawed in my opinion. I would like to urge that we reset this discussion and
33 make sure that we get all the details right because those details are crucially important.
34 We're committed to it; we support going ahead hopefully with a better process. Thank
35 you.

36 Chair Reckdahl: Thank you, Timothy. Next up is David Levinson.

1 David Levinson: My name is David Levinson, and I've been a continuous member of the
2 Rinconada Masters swim program since I moved to Palo Alto 40 years ago. Carol's been
3 my coach the whole time. Six months ago, many people took time out from their busy
4 lives and gathered in a meeting like this to speak out concerning the same issue of the
5 future of the Rinconada Masters swimming and lap swimming programs. More than 20
6 speakers made statements, and the unanimous message was leave our programs alone.
7 Both Masters swimmers and lap swimmers were emphatic that both parties are quite
8 satisfied with the current pool hours and lane allocations. Masters swimmers and lap
9 swimmers function with the least amount of hardship when all 14 lanes are dedicated
10 exclusively to Masters swimming or to lap swimming during their respective hours.
11 Most lap swimmers desire nothing more than to get in the water and swim back and forth
12 nonstop for an hour with nobody disturbing them. Most Masters swimmers wish to be
13 able to do serious timed interval training using the pool's digital clocks without having to
14 run over lap swimmers in the process. We have heard repeatedly the claim that neither
15 the City of Palo Alto nor Team Sheeper has any intention of changing this arrangement.
16 All they want to do is tweak things a little whenever they get the urge. Please refrain
17 from tweaking. You'll invariably wreck both programs until they are unrecognizable.
18 What we want is a no tweak guarantee from both Palo Alto and Team Sheeper. None of
19 us will feel comfortable about our swimming programs until we have such a guarantee in
20 writing. Thank you.

21 Chair Reckdahl: Thank you, David. Next up is Richard Herrmans [phonetic].

22 Richard Herrmans: Hello, my name is Richard Heermance, a longtime resident of Palo
23 Alto since 1981 and a longtime lap swimmer. We've been involved with Rob and his
24 staff. They've been very forthcoming with information about the contract that is being
25 proposed. There's one thing that I wanted to bring up, that is still very much of a concern
26 to me as a lap swimmer. Also, I know it's a concern to others. It's been discussed. We
27 had a focus group the other day. It was brought up. I'm hoping that there can be a
28 resolution before the contract is recommended for approval to the City Council. That
29 issue is having to use Tim Sheeper's system, which precludes right now the ability to
30 have a ten pack. We know we're going to have to pay more money, so it's not the
31 increase in the dollars that we're talking about. We know that's one issue, and we can live
32 with that. It's the lack of flexibility. Right now, you've got people that go on business
33 trips; you've got retired people that go away for 3 weeks; you've got other people that just
34 can't be as regular as they'd like to be. Some months, they're regular; other months they
35 aren't. To lose the flexibility of the ten pack is just not a good thing. It's my
36 understanding that we would have to buy a membership. If you decide you're going to go
37 out of town for some reason, you have to cancel the membership and then re-buy a
38 membership again. It's just something else we have to think about, that's going to make
39 the experience at Rinconada Pool much less than it should be. I'd like to encourage the
40 Commission to encourage the staff and Tim Sheeper to come up with a solution to this.

1 Jazmin got back to me the other day, and she said, "We can't allow other people to use
2 the system that we're currently using because it's got a lot of other departments that are
3 involved." I think that's Enjoy! online. Perhaps Tim Sheeper can modify his system to
4 provide a ten pack. The flexibility of the ten pack is just a real big benefit of what we're
5 talking about here. I just encourage you to come up with some alternatives to just saying
6 the ten pack's not available. Come up with some realistic alternatives to say. "Here's an
7 idea. Here's a ten pack." Then, we can switch systems. I think then we'll be just much
8 happier with the change than we are now. Thank you.

9 Chair Reckdahl: Thank you. That's the end of public comment. Let's go to
10 Commissioner questions and comments. Ryan, do you have any?

11 Commissioner McCauley: Yeah. We discussed this a little bit previously. Probably
12 before I get to the one comment I have, I'd be interested to know if you have any
13 responses to the members of the public.

14 Ms. LeBlanc: With the ten pack, we have had many email exchanges about this. I do
15 think, especially for privacy reasons, we wouldn't want Team Sheeper to use our current
16 system, Enjoy! online. It's the same system that the Junior Museum uses, the Art Center.
17 Every other part of Community Services Department uses it. It has customer
18 information; it has credit card information. It's not really something that we'd like to
19 open up to contractors that we're using. Whether or not they could add a ten pack into
20 what Team Sheeper's program offers, it probably is technologically possible for them to
21 do that. In doing this negotiation, there is back and forth. I try to figure out what are
22 going to be the things that are going to truly impact people's quality of pool experience.
23 To me, what came through as extremely important was schedule and then trying to keep
24 the prices as low as possible. We thought that trying to really fight for a ten pack would
25 mean that we would have to give up a little bit on some of these other aspects. Using a
26 monthly pass seemed to us a reasonable alternative to the ten pack. One thing that's nice
27 is that this is a 16-month contract we're proposing. If the ten pack were truly missed and
28 we could really see how critical that was, it could be brought back. I'll just argue that
29 even if Team Sheeper had a ten pack, we would still have to give up the current ten pack.
30 There still would be a transition to buying a new ten pack. If there's just the 16-month
31 period where we're trying the monthly pass, it seems like it's worth moving forward with
32 the contracts without a ten pack. In terms of the Masters program and having access, yes,
33 we are committed to providing the same level of access at the pool as Rinconada Masters
34 has had and currently has. In previous versions, as I mentioned, in previous memos that
35 we've come to you with and in the RFP response, Team Sheeper did have a different
36 Masters schedule that they presented. We heard, I think, in particular back in November
37 very strongly from lap swimmers and Masters swimmers that they did not want to see
38 major changes in the schedule, and they wanted to retain the block schedule so there's 14
39 lanes devoted to a single program at a time. That's what you still see in this revised

1 scheduled that we've put together. I guess I'll say in terms of the tweaking, I don't think
2 we can guarantee that we won't make changes in the future. Obviously, we want to make
3 changes for the better, but with all of our programs there are changes now and then. We
4 try to make them as small as possible, and we try to make them as good as possible.
5 We're coming to you with our fall schedule, but I can't say that it would never change.

6 Mr. de Geus: Also, to that point, to the Masters swimmer, there's a fairly low number of
7 Masters swimmers. That's an issue. We want to see more Masters swimmers. We agree
8 with that; we want to see more people coming and joining their program and building that
9 program. There's going to be some change to the existing experience of the swimmers.
10 There's going to be change like that when we get more people into the pool and excited
11 about swimming, and it's their way to stay healthy. I'll add that we've been at this quite a
12 long time now. We put this RFP out a year and a half ago or something like that, and
13 we've been gradually getting closer and closer to something that we think is really
14 sustainable for the long term. We can always do better and more outreach and more
15 communication. I think that's a fair point, but we've been doing our best there. I think
16 we could always do more, both sides, when we're trying to negotiate here. I think we're
17 in a pretty good place now, and this contract does not lock in terms and conditions for
18 PASA or for Masters. As Jazmin said, clearly we have a little more work to do there.
19 That is something that we're committed to as a City, to make sure that we're at the table
20 with them and the agreement is really a three-agency agreement between those partners
21 that we've been with for so long.

22 Commissioner McCauley: Thanks. Your response concerning the ten pack suggested
23 that it's kind of an economic term rather than a technological issue.

24 Ms. LeBlanc: I do suspect there's a way to make it work in Team Sheeper's system, but
25 the system they have right now—in Menlo Park they use a monthly pass program. We
26 would be asking them to come up with a whole new set of pricing structures that they
27 don't have right now in their system. I think it's more a matter of just trying to be flexible
28 so that we can make this work with the contractor. I really do think, being a person who's
29 sifted through all of the usage data, a lot of our lap swimmers come frequently enough
30 that they actually would be made the same or benefit from a monthly pass program rather
31 than the ten packs.

32 Mr. de Geus; I think also with the monthly pass you can start the monthly pass at any
33 time. It is prorated. It's not like a membership where you pay a membership fee if you
34 cancel. You pay your 30 days every month. If you're away for half a month, then you
35 just don't start your 30 days until you're back. With a little bit of planning, it seemed
36 reasonable to us as we looked at that. Depending on how much you spend, you could
37 actually save money because you can come as many times as you want that month.

1 Commissioner McCauley: To my broader point, this is going back to a conversation I
2 had briefly with Rob on Friday. I'm interested to understand a little bit better at an
3 operational level what the City's involvement will be on a going-forward basis with the
4 management of the pool. I know you said that you're not handing the keys over to Team
5 Sheeper, but honestly that's actually what it seems to be by and large within the
6 parameters of the contract. Can you explain to us a little more what the City's role, if
7 any, on a day-to-day basis will be?

8 Ms. LeBlanc: The City is still responsible for all of the big maintenance at the pool.
9 That's handled by Public Works. They would continue to be responsible for our
10 maintenance, any kind of capital needs that might come up, making sure they do the big
11 vacuum thing in the morning to get debris out of the pool. We would still need to have a
12 very close relationship in terms of setting the schedule and any pricing changes. That
13 would require our staff, Community Services staff, to have a lot of back and forth with
14 Team Sheeper and also look at the data from usage and any feedback that we have from
15 customers in order to make scheduling changes or pricing changes. In terms of the day-
16 to-day "who's opening the door and letting people in," that would most likely be Team
17 Sheeper most of the time. I think there is still going to be a lot of times where our staff is
18 called in to give that City touch. Do you want to add anything?

19 Mr. de Geus: I think you've got it all there. It's our operator onsite. The big difference is
20 they can't just change the schedule or the pricing or really even the programming
21 significantly without the City agreeing to that. There's the constant communication,
22 conversation about how the program's working, are we building, are we growing, what
23 are our residents saying, are they enjoying the programs or do they want to see changes.
24 We'll be working closely with them. You have to understand that the City doesn't have a
25 lot of staff to support the aquatics program; that's part of the challenge. We've got one
26 full-time person and that's an entry-level person really, Recreation Coordinator, within
27 the recreation services team. All the rest are hourly staff. We have some restrictions
28 related to how we can use hourly staff, which is another issue. The point about who's
29 opening the door, the thing to understand here is we'll be able to open the door much
30 more sustainably and more hours and seasons in the year.

31 Commissioner McCauley: Understood. If I understand correctly, you're planning to
32 reassign the one person who presently has responsibility for Rinconada to Mitchell Park.
33 Right?

34 Mr. de Geus; We have four Recreation Coordinators. When one became vacant 6
35 months ago, we did not refill that position, recognizing that we may need to work
36 something out with this individual. That's right, the individual's not going to be laid off.
37 They'll have the opportunity to work in a different part of the department. We'll freeze
38 the Recreation Coordinator position for a year, for the period of this contract, to see how

1 it goes. (inaudible) eliminate the position immediately. If it goes well, there may be a
2 possibility that we don't need to retain that full-time, benefited position, which would
3 certainly support some of the City Council and City Manager's concerns about that
4 liability that we have with full-time benefits.

5 Ms. O'Kane: I'd just like to add there is also a Recreation Superintendent that oversees
6 all those Recreation Coordinators. Stephanie Douglas, who I think many of you have met
7 before, will still have a role in the aquatics program. It's not that there won't be a staff
8 person who's still involved in aquatics; it just won't be their full-time job. It will be a
9 component likely of Stephanie's role to maintain her relationship with Team Sheeper, to
10 manage any concerns that come either from the public or from Team Sheeper directly.
11 We're still going to have staff presence involved in aquatics. It just won't be that full-
12 time position.

13 Commissioner McCauley: That's helpful. Last question. What are the mechanisms for
14 informal feedback about the relationship with Team Sheeper? I understand and
15 appreciate the parameters of the contract. Again, on a regular basis, how do you intend to
16 essentially incorporate the feedback the City's receiving and effectively communicate it
17 to the people who are actually running the pool?

18 Ms. LeBlanc: I was going to say one thing that I thought was really valuable, as we were
19 going through this process, was doing coffee chats at the pool and just making members
20 of our staff available during the lap swim hours when we knew there would be a lot of
21 people there. Just to try to find out what their worries were and what they thought about
22 moving forward with any contracts. I think it would be really helpful to do the same
23 thing if we have Team Sheeper there operating the program to just set up some times,
24 maybe if it meets once a month at different programs so we can really catch a lot of
25 different members of the public to see what they're thinking. We'll be collecting
26 information ourselves. We also put into the contract that Team Sheeper would collect
27 survey data. When people complete a course of swim lessons or a swim camp, they
28 would be able to fill out some kind of a survey of what they liked and didn't like. I
29 believe they do the same thing. I believe we put the terms in there that they would do
30 similar surveys for lap swim and then Masters and PASA. If we don't have that in there,
31 we can add that just to do some spot checks to make sure that our program and this
32 contract is working.

33 Mr. de Geus: I think some independent survey would be good, that we're not just relying
34 on Tim. I think we need to build that in there. Also, we're not going away. Our offices
35 are still right there in Rinconada Park. My experience is Palo Alto's not that shy to let us
36 know what's going on, which is really good actually. It's what makes the City pretty
37 special. We're going to remain open and want to hear.



1 Chair Reckdahl: If swimmers have problems, they can call Jazmin? Who would be the
2 point of contact?

3 Mr. de Geus: Stephanie Douglas, the Superintendent of Recreation, would be the point
4 of contact depending on the issue. The idea or hope is they would talk to Tim and his
5 staff onsite to get the problem resolved. That would be the most efficient way. If it's not
6 getting resolved and there's an issue beyond what they can handle, then it makes sense to
7 come to us. We're going to be there either way.

8 Commissioner McDougall: Just several comments maybe in random order. I'm in
9 general in favor of outsourcing something like this. I don't have any concerns about the
10 difference between outsourcing the operation and outsourcing the policies and the
11 programs. You're not outsourcing the policies; you're keeping the policies to the City.
12 You're outsourcing the operations. In the current business environment and civic
13 environment, outsourcing is the way to go in terms of staffing and whatnot. I'm not
14 bothered by that; I'm encouraged by that. If I look at the next thing on the list, in terms of
15 schedule and access to the pool, I have to look at it not just from the Masters—I
16 appreciate they're the people that are here, but the total number of hours and people that
17 can be using the pool, it appears that it's a big win. It's a very big win in terms of the
18 number of hours that the pool gets used and the number of days it gets used. In terms of
19 scheduling and access, I think it's great. In both the scheduling, because it doesn't seem
20 that the scheduling—I think I even heard—maybe I misunderstood—isn't far off from
21 what they need and want. The quantity for everybody goes way up. I am a little
22 confused on the prices. On page 29, it's got a chart that says rate increases for ten-pack
23 users. I don't quite understand why—it's got 50, 80 percent increases. We're saying that
24 there's not a meaningful increase. I'm not quite sure what that means. Maybe you can
25 explain that to me.

26 Ms. LeBlanc: I should have used a different color or something. After page 8, you're
27 looking at old memos. That's actually the memo from November. We made some pretty
28 significant changes to the pricing and the schedule after that November meeting.

29 Commissioner McDougall: The rest is all history, and I can ignore it. Thank you. Either
30 way, on page 8, it gives the—I have to say I'm a little bit confused by the chart. I'm not
31 going to ask you to explain it to me here. The bullets down below say there's a one-time
32 chart user and whatever else in there. I think it could use, at least for me, another level of
33 detail or something in there that would—maybe multiple levels of detail or something in
34 there. I would warn you that going forward to Council you might at least want to have
35 that in your pocket. I think the question I would ask there is the same one they would
36 ask. What I hear then is, from my view, outsourcing is not a problem. The scheduling
37 and the quantity is not a problem. You've made me feel better about the pricing because
38 now I don't have to worry about page 29. It seems like it's the ease of use. If we were

1 designing a software program, we'd say ease of use is the issue. Maybe what the contract
2 needs to do—I'm not encouraging this at all—is find out what the extra cost from Sheeper
3 for a ten pack or whatever. I don't imagine it's as easy as just saying please do this for us.
4 I think there is flexibility. I guess the reason I wouldn't even encourage or push that is
5 Rob gave the right answer or a good answer to the question up here about people travel
6 and this and that and the other thing. The flexibility is you're buying a 30-day pass, and
7 that 30-day pass I have lots of flexibility with. I can't see that there's a lot more work to
8 that than buying another ten pack. I would ask that, for this 16 or 18-month period
9 you've got, and we're talking about doing lots of data collection, if we're doing it as
10 frequently as you're implying, I would almost ask for a copy of whatever you've collected
11 to be in the Commission's packet every month so that we're aware of what's happening
12 and we don't get surprised at the end of 18 months by we've got this problem or whatever.
13 If it's in our packet, it's available to the—we're providing transparency. I heard a claim
14 that we weren't sufficiently transparent here. Maybe we could be transparent during
15 those 18 months of what's really the impact. I'm in favor of what you're doing here. I
16 think this whole idea of outsourcing is the right thing to do.

17 Chair Reckdahl: Thank you. David.

18 Vice Chair Moss: I have two comments. Looking at the map for the ten pack, I think
19 you should just keep having the ten pack. They give you 40 of those things at the end of
20 the month; and you write them a check for however many ten packs they use above and
21 beyond the monthly thing. The total difference—if you only had the monthly thing
22 versus only have the ten pack, maybe you'd make another \$20,000 in the year. It doesn't
23 seem worth it to antagonize. I would suggest you just keep taking the ten pack. If
24 somebody wants to do the monthly instead, which I think would be a better deal for most
25 people, I don't see why you couldn't have both. Just write them a check for however
26 many ten packs they give you—he hands you every month. The second thing is as far as
27 flexibility, I think the Sheeper plan is fantastic for using the pool when these other groups
28 are not using it. You're filling every space that was left over after they got out of the
29 pool. I think it's the only way to go. I think it's fantastic. The fact that you're already
30 doing lessons in April, when you couldn't even staff it until June, is fantastic. The same
31 thing on the other end of the season. We have to do this. We have to make it work.
32 However you do it to appease them and still get the benefits that are as clear as day,
33 we've got to do it. That's all.

34 Chair Reckdahl: Can you respond to the ten pack? Could we run the two systems in
35 parallel?

36 Ms. LeBlanc: We could ask them to use our system. The ten park is on a card. It's not
37 like a paper thing that they stamp a hole in. They would have to have access to Enjoy!
38 online in order to ... Unless they add it to theirs.

1 Vice Chair Moss: No, no. They shouldn't have access for security reasons. I thought
2 maybe they have a little thing they tear off and give you.

3 Ms. LeBlanc: No.

4 Vice Chair Moss: If there's some way we could come up with a compromise or
5 somebody in the City that does that. They shouldn't have the security clearance.

6 Mr. de Geus: I think we've compromised a lot on all sides. With any agreement,
7 (inaudible) going to get every piece of it right. That's where I am on this. This is
8 reasonable. Let's see how it goes. It's not an extended 3, 5-year program. It's 16 months.
9 We'll be gathering a lot of feedback during that time. If we need to change things after
10 that, we will.

11 Vice Chair Moss: Ten-pack users are not going to save that much money, but it's more
12 flexibility.

13 Commissioner LaMere: Just a couple of quick questions. One would be on pricing. Is
14 there a reason that for the youth we wouldn't price them at 31.50 for a monthly pass? For
15 the seniors, for example, they're \$4 per day. The youth are also \$4 per day. Is there a
16 way to give youth a discount as well and keep that pricing consistent and encourage the
17 youth?

18 Ms. LeBlanc: Let me look at that. I think the typical monthly pass user is a lap
19 swimmer. It just happened to come up, but we can definitely work on adding something
20 for (crosstalk).

21 Commissioner LaMere: Maybe with more open recreation swim that's being added,
22 Perhaps it'll be a little more of a drive for the youth to come to the pool.

23 Ms. LeBlanc: Team Sheeper does have a summer swim pass for the recreational program
24 at Burgess Pool. That's something that I thought would be nice if we could—I was going
25 to actually ask our purchasing department if we could add some language that gives us
26 flexibility to have things like that.

27 Commissioner LaMere: I know at Burgess (crosstalk) for swim lessons, for example,
28 there is an administrative fee charged when you book swim lessons. Will there be any
29 administrative fees that are associated with the swim lessons at Rinconada?

30 Ms. LeBlanc: No, not in this contract.

31 Commissioner LaMere: As far as the scope ...

32 Chair Reckdahl: Do you know in Menlo Park does that go to the city?

1 Commissioner LaMere: I don't know where the money goes. All I know is I have a son
2 actually who takes swim lessons, and I have to pay an administrative fee. I was just
3 wondering if that would also be the case.

4 Ms. O'Kane: Tim, there's a question (inaudible).

5 Commissioner LaMere: I was just curious. I know there's an administrative fee charged
6 for swim lessons at Burgess. Will there be an administrative fee charged for the swim
7 lessons here?

8 Tim Sheeper: We haven't started that, no.

9 Commissioner LaMere: As far as the scope goes in terms of services offered, for
10 example, if things come up—the pool parties that you brought up, I don't know if I saw
11 that in the scope of what is in the contract. Perhaps, it is. If there's any other revenue
12 drivers or things that Team Sheeper comes up with that are creative, is the process then to
13 come to the City and speak to the City about this great idea of how the pool could be
14 used? Is that how we would then go forward?

15 Ms. LeBlanc: That's my understanding. In order to make sure that we keep this a
16 services agreement where we are really the driver of what the schedule and pricing look
17 like, we have to write the contract in a way that limits them from being able to make any
18 decisions like adding a new program without coming back to Commission or Council.
19 That's what I understand.

20 Mr. de Geus: I think the programming piece is probably more to the staff level. This is
21 where—we haven't talked about it a lot, having a pool operator, that that's their business,
22 that's what they do, that's what they think about all the time, how to make the experience
23 more interesting and better and fun and creative. It's one of the advantages of having
24 someone like Tim come in and help us run the pool. I want to hear some of that stuff.
25 We want to be careful about that, though because we know that we can quickly impact
26 existing swimmers, Masters. If we start doing that, then there's a tradeoff that we're
27 going to have to be very careful about. We definitely want to encourage some creative
28 thinking, not just from Tim but from everyone that uses the pool.

29 Commissioner LaMere: Also on page 7, there's a list of revenue sharing. How did we
30 determine how many lessons we could sell or what was some of the decision-making
31 there? I don't know if I saw it before, but how many lessons had we been offering in the
32 past, in the summers? Was it about 1,000 lessons?

33 Ms. LeBlanc: It was 5,500 lessons ...

34 Commissioner LaMere: In the summer.

1 Ms. LeBlanc: ... that we were offering. With this expanded contract, we moved up to
2 about 18,000 that we're offering. This goes a little bit beyond that in terms of what we
3 would offer in 2018. The reason being is that from my work with Tim and his staff, they
4 can actually add more lessons in the space that they've already allotted for lessons, a little
5 bit more. That's why it kind of goes up into this range. It has the tiered structure to try to
6 share some of the risk if they are not able to bring in people as we anticipate.

7 Commissioner LaMere: This might be a question for Tim, I guess. As far as with an
8 outdoor pool and winters and so forth, as far as lessons go and little kids, what's been
9 some data there of how many people are using it? I know at Burgess, for example, they
10 put a bubble over the pool in winter, which makes it better for the 3 and 4 year old kids
11 and for their parents as well to sit there in inclement weather to do the lessons. What's
12 the thought there with (inaudible) other pools around the area that do a lot of this? What
13 do we think with lessons in the winter?

14 Mr. Sheeper: We're just planning to run lessons during the odd hours. When the weather
15 turns cold, we're stopping our lessons. As the time changes ...

16 Commissioner LaMere: They're not going through winter?

17 Mr. Sheeper: That's not the plan right now.

18 Mr. de Geus: I'd love to figure out a way to do that.

19 Ms. LeBlanc: Just to add, we are right now trying to work on getting a pool cover for the
20 round pool. It doesn't have one. We think that'll really help actually save on utility costs
21 and also keep the pool a little bit warmer in the colder season.

22 Commissioner LaMere: That's all that I have.

23 Commissioner Cribbs: First of all, I just want to say that I think everybody's come a
24 really long way since we started in this back in November. I wanted to thank you, Tim,
25 and certainly thank all of the people sitting out there and thank the staff for really
26 working through this and listening. It's certainly a subject that's very close to my heart. I
27 wanted to make sure that we all get it right. I love it that we can think about the pool
28 being used to its maximum. I love it that there will be lifeguards and swimming teachers
29 on a regular. As Rob told me, we had to close the pool on a really hot day on Sunday
30 after we had our swimming meet because there weren't enough lifeguards to go around.
31 That's a really good thing. I continue to be concerned about the relationship that we've
32 had for 40 years with both the Masters and PASA. I really want to see us get that one
33 right. I'm really hopeful that there can be a way to work through these contracts and to
34 make sure that the people who have been here for such a long time and contributed so
35 much in terms of swimming to the aquatic community really continue to feel happy and

1 valued as a community resource and pleased going forward. The fact that we've made so
2 much progress gives me a lot of hope that we can make that happen. The last thing that
3 I'd love to say is that I wish we could fix the ten pack. Certainly, in Silicon Valley there
4 has to be a technology way that we can figure out to get that done. I will just leave that
5 as a little challenge. In terms of a new program, since we heard all that great stuff from
6 the Youth Council the other day, it'd be really fun to have some pool evening parties just
7 for the teens in our community. We would give the pool over to them and have it
8 guarded. It could be really, really fun for the summer. Anyhow, thanks to everybody for
9 that as long as we can get this contract with both the Masters and PASA working.

10 Chair Reckdahl: I too am nervous about the relationship with PASA and Masters. If
11 right now we had a signed contract between Sheper and Masters and Sheper and
12 PASA, I'd be all onboard. I'm very nervous and apprehensive. I'm very glad to hear that
13 they'll have the same pool access, but what does that mean? At what price? If you say
14 the same pool access at the current price, then that'd go really good. Are there any price
15 limitations in that? We said the Masters will have guaranteed access just like they do
16 today. Does it specify the price?

17 Ms. LeBlanc: The current contracts that Masters and PASA have with us are actually
18 revenue share contracts where they give the City 30 percent of the revenues that they take
19 in. The price varies depending on how many people are in the program. When we did
20 some (inaudible) to try to figure out what the effective prices are, based on that, there's a
21 pretty large discrepancy between what Rinconada Masters is bringing in versus PASA.
22 We did build in a bit of a bump in both cases for increased pricing.

23 Chair Reckdahl: We're going away—we're not doing the revenue sharing anymore. It's
24 just going to be ...

25 Ms. LeBlanc: I'm sorry. I jumped ahead.

26 Chair Reckdahl: ... so many dollars per lane hour.

27 Ms. LeBlanc: Exactly. What we thought is this is a much more consistent way of setting
28 up a contract. It's really variable especially over the years. With Masters, there's been a
29 lot of variation in what they've brought in. We thought that moving to per lane hour was
30 more straightforward and more equitable for all users of the pool. The effective rate for
31 PASA was around \$4 per lane hour. We proposed increasing that up to \$5 per lane hour.
32 They agreed because they recognized that they'd had a relatively low rate. Just for some
33 context, we're paying about \$15 per lane hour to the School District to use Jordan for the
34 summer.

35 Male: That's typical.

1 Ms. LeBlanc: That's the typical rate. They're getting a very low rate. Rinconada
2 Masters' effective rate right now is \$1.50 per lane hour, which is hard for us to continue.
3 We proposed a \$3 per lane hour rate. With PASA, they were fine, as I said, with the \$5.
4 Rinconada Masters is not so far with \$3. I think we have some work to do in terms of
5 coming to an agreement that's going to work with Rinconada Masters. With PASA, I feel
6 much more confident that that's pretty wrapped up. Tony's questions for PASA were
7 more about who do I call if there's an issue in the locker room, who do I call if there's an
8 issue with schedule, that kind of thing. I think we can get there pretty soon, but
9 obviously not tonight with Masters.

10 Chair Reckdahl: Another thing that came up when we had the outreach the other night
11 was people were really concerned, especially lap swimmers, about swimming lessons
12 taking over the pool. They've used it as a revenue source, and they feel there's a demand
13 there. All of a sudden, they're going to be squashed, squashed, squashed. Is there a limit
14 of how many lanes are going to be taken for swim lessons at any time?

15 Ms. LeBlanc: What we presented—I actually have the summer schedule changes
16 because that's where you're going to see the most notable impact for swim lessons, at the
17 very end of the (inaudible). That was the old schedule. If you look at 2017, this is where
18 we carved out a little bit of extra space for swim lessons. As it is right now, the spring
19 and the fall lessons are all taking place in the round pool, so there's no impact to the lap
20 usage. During the summer, there are lessons that take place in the lap pool. These are
21 the times where we have it.

22 Chair Reckdahl: These four lanes for swim lessons are the most it would ever be. If we
23 had a big swim class, the swim class would have to squeeze in those four lanes. They
24 would not expand without City approval.

25 Ms. LeBlanc: Yeah. We're still planning on using another satellite pool again in 2018.
26 We would really push to do more lessons at the other pool, do more lessons in the round
27 pool to try not to impact the other uses at the pool in 2018.

28 Chair Reckdahl: I want to talk about a couple of things that Carol brought up at Council
29 last night. One is there will be a new requirement that the Masters have two coaches on
30 deck at a time. What's the genesis of that?

31 Mr. de Geus: I think that's best practice, but it's something we're looking at. It seems
32 like there could be a hardship for the Masters program. (crosstalk)

33 Chair Reckdahl: Is it just a safety issue or is this ...

34 Mr. Sheeper: It's not two coaches. It's two certified lifeguards. A coach can be a
35 certified lifeguard, and most are. There's another person on deck who's also a certified

1 lifeguard. In the event of an emergency, you always want two lifeguards. You need help
2 extracting a person usually, and then you need help reviving the person.

3 Chair Reckdahl: I can see it with a youth open swim, but these are experienced
4 swimmers. There's a lot of help nearby.

5 Mr. Sheeper: It's just basic protocol that most pools have. Not all pools follow that
6 policy, but that's just the way we operate. There's too much liability to leave it to one
7 person. A lot of times the guards—when there's an emergency, one guard can't even
8 believe it's happening. They freeze. It's really good to bounce it off another person, "Is
9 this really happening? We've got to go. We've got to act." That's just the way it is.

10 Chair Reckdahl: Go ahead, Rob.

11 Mr. de Geus: What I am encouraged by when we have more people at the pool, more
12 activity at the pool, like what happened just a couple of weeks ago was this collaboration
13 between staff or contractors leading that particular program. In that particular case, it
14 was Carol and her swimmers and Tim (inaudible) from the next pool doing swim lessons.
15 That's encouraging to me. I don't know that the two lifeguards on deck needs to be the
16 responsibility of the Masters program necessarily, but we want to have at least two
17 lifeguards there in case of an emergency. We're going to discuss how to do that.

18 Mr. Sheeper: There's too much liability on one lifeguard. One lifeguard is guarding the
19 whole pool. I would never put a guard in that type of situation. It's not fair to that guard.
20 Most of the guards won't even guard if they're out there alone.

21 Commissioner Cribbs: That was one of the questions that I had had. Do we as a City
22 require lifeguards on deck at all times no matter what program is going or have we
23 allowed the program to provide the safety people? Do you see what I'm ...

24 Mr. de Geus; Yes. We've allowed the program—for Masters and for PASA, we have.
25 The City has not provided guards.

26 Commissioner Cribbs: For lap swimming and rec swimming, we have. What's the ratio?

27 Mr. de Geus: It's 1:25.

28 Commissioner Cribbs: Quite usually there are pools that you have to, no matter what
29 you're doing, have two guards in the chair and one roaming around.

30 Mr. de Geus: It's 1:25, but as Tim said, we would never just have one. Anytime there's
31 someone in the pool, it's two guards.

1 Chair Reckdahl: The other thing that Carol brought up was the insurance aspect, that the
2 Masters have their own insurance that currently is not sufficient during the negotiations.
3 Can you give more information about that?

4 Mr. de Geus: We just received their feedback. We're going to look at that. What is the
5 cost of this higher insurance? Is there something we can do that would satisfy the City
6 and Tim? Without sitting down with Carol and understanding that better, I don't know
7 what we would do (crosstalk).

8 Commissioner Cribbs: PASA doesn't have that same issue with insurance?

9 Chair Reckdahl: What's the requirement for insurance? Masters, for example, what do
10 they have to have? A million dollars?

11 Ms. LeBlanc: I do not have that on my mind exactly what our current requirement is. I
12 also just took a very quick glance at what the Masters presented, because I didn't receive
13 it until late this afternoon. My understanding is what they have is about \$2 million of
14 liability insurance. What the draft contract from Team Sheeper said was about \$3 million
15 of insurance. It sounds like that has something to do with the insurance that Team
16 Sheeper has as a company. Their insurance provider says any subcontractor shall have
17 the same level of insurance, something like that.

18 Mr. Sheeper: In all of our contracts in any City that we've been in, it has been 3 million.
19 We have at least 20 contracts out. We've not had an issue with a subcontractor being able
20 to get that 3 million.

21 Chair Reckdahl: Finally, Don didn't have the guts to push you on this. I'd like a quick
22 explanation on page 8. Some of it made sense from the notes. The table, when I look at
23 the difference from year to year, it obviously makes sense that going from '17 to '18 we
24 (inaudible) a revenue decrease reflecting less money. It ends up balancing out fairly well
25 if you look at the difference at the bottom of the columns. Between '17 and '18, there's a
26 \$50,000 difference. It's not huge. Now, we go from '18 to '19, there's a difference of
27 almost 280,000, 270,000. Can you explain it? It looks like the operating expenditures
28 really go down on that last year.

29 Ms. LeBlanc: I will try to work something out that has more detail in it before the
30 Council memo. There are several one-time things that are in here. A big driver actually
31 is staff costs for the summer program. That's when we use the most guards, all the way
32 through August 14th. We wouldn't propose to have Team Sheeper begin recreation and
33 lap swim pool management until the summer is over. We'll have already used—I want to
34 say it was around \$200,000 of lifeguarding salaries just for that summer program. That's
35 a big driver of the operating expenditure difference between '18 and '19; we wouldn't
36 have any of those guards. The other piece is what I estimated to be about \$35,000 that

1 we'd need to pay out for the remaining ten pack usages that people might have at the
2 beginning of the Team Sheeper contract. In the next line, you can see we still have the
3 contract fees because our current contract with them has subsidies for the swim lessons.

4 Chair Reckdahl: That will go away. That means the users will see a bump.

5 Ms. LeBlanc: The pricing from the swim lessons will probably increase a bit but not
6 dramatically. The likely increase for group swim lesson right now is \$16, and we're
7 subsidizing—I think it's \$6 that we pay. It's effectively \$22 to Team Sheeper. In 2018,
8 it's possible it could go up to \$17, 17.50, something like that, but there's no subsidy in
9 there.

10 Mr. de Geus: That represents a significant compromise on Tim Sheeper's part, to not
11 have that subsidy, to keep the prices for resident swim lessons reasonable and low so it's
12 no barrier to learning to swim.

13 Commissioner LaMere: Just one last question. At what point are we making a decision
14 whether or not to renegotiate the contract or to go into the next year? What's the
15 decision-making point? When do you have to make it in order to continue operations or
16 find a new provider or anything like that? What's the process?

17 Ms. LeBlanc: Beyond the 2018?

18 Commissioner LaMere: Right. The decision-making beyond 2018 would seem to need
19 to be made ...

20 Mr. de Geus: About the spring of '18. We would need to put out another—we're
21 planning to do another RFP in less than a year from now.

22 Commissioner LaMere: How much data will we have to determine whether or not we
23 were satisfied with ...

24 Mr. de Geus: We'll have some, probably not enough. We want to go through two
25 summers, at least two cycles. It's something we have to do legally given the time from
26 the last RFP. We will have two summers with lessons, definitely. We'll have a fall,
27 spring, and summer with them overseeing the whole program.

28 Ms. LeBlanc: We'll put out the RFP in the spring so we won't have summer data at that
29 point. By the time we're really getting into decisions, we'll have at least some part of the
30 summer data come in.

31 Chair Reckdahl: This is an action item. What are we voting on? This is not the final
32 contract.

1 Ms. LeBlanc: Right.

2 Chair Reckdahl: Are we giving our approval of the concept of negotiating a contract?

3 Ms. LeBlanc: This is not the final contract. Other than the couple of terms that we talked
4 about adding or changing, it's pretty much the final contract. It's already been reviewed
5 and approved by Team Sheeper and staff, and it's gotten the majority of the review from
6 purchasing division, and it's now going through legal. I received word from the City
7 Attorney's Office a couple of hours ago saying that they were just moving things around
8 in the contract, but they weren't changing anything. They thought it was all legally valid.

9 Chair Reckdahl: Before this goes to Council—the Council will see the final contract?

10 Ms. LeBlanc: Yes.

11 Chair Reckdahl: That contract may not include the Masters or the PASA subcontracts?

12 Mr. de Geus: It's (inaudible). There are subcontracts that don't need to be included in
13 there. I think that's probably ...

14 Chair Reckdahl: That's a huge difference.

15 Mr. de Geus: I get that. That's an agreement that—I've just been thinking about how do
16 we deal with that. How do we still get to Council in June so that Tim can ramp up, so he
17 can be ready to help us and run the program in August? Council has a 6-week break, and
18 it doesn't work any other way. The pieces that we don't have right now, that I'm sure is
19 the discomfort for the Commission to vote yea on this, is what are the terms between
20 PASA and Masters and the City and Tim. What we could do is make that contingent on
21 coming to the Commission in June with that. We will sit down over the next weeks to be
22 sure to come to terms that are reasonable and agreeable. Where they're not, we'll come
23 and discuss them here. We'll do it either way. I think we can come to terms where there
24 will be agreement; that's my sense. I'm almost 100 percent certain with PASA because
25 we're there. We're just really starting a little bit right now with feedback from Masters. I
26 think we can get there. They're very willing to get there as well; there's support that's in
27 (inaudible) as well. You could make that part of the motion, that on the 27th of June or
28 whatever the date that the Commission meets again, we come with the terms as part of
29 your approval.

30 Chair Reckdahl: The Council will see this contract on the 12th. They will vote on it on
31 the 12th. This is an action item for them. There will be a second reading when this ...

32 Mr. de Geus: It's just one reading.

33 Chair Reckdahl: One reading.

1 Mr. de Geus: It's not an ordinance change.

2 Chair Reckdahl: It's just a contract. Is it still a 30-day waiting period? After we sign the
3 contract, do you have to wait 30 days before you can implement it?

4 Mr. de Geus: No. That's also with an ordinance. When an ordinance takes effect, it's the
5 30-day period. First of all, we're already in contract with Tim to provide lessons. We'll
6 continue to do that over the summer. He has that contract until the end of the calendar
7 year; that'll continue. This additional work that we're adding to the contract of providing
8 lifeguarding for rec swim and lap swim won't begin until August.

9 Chair Reckdahl: I don't understand how the City—these contracts with the Masters are
10 directly with Sheeper. They're not through the City. They're independent. I don't know
11 how you can sign a contract with Sheeper and require Sheeper to get an agreement
12 because now the Masters has this huge leverage that they could demand anything they
13 want to force him to have an agreement by the next Parks and Rec meeting.

14 Mr. de Geus: Not really because we're at the table too. We're facilitating that
15 negotiation. The City is. We'll look to find common ground and what we believe is
16 reasonable for residents of Palo Alto. Hopefully, we get that ...

17 Chair Reckdahl: Effectively, you're mediating the contract negotiations.

18 Mr. de Geus: Yes.

19 Chair Reckdahl: How would this motion be worded in that we would ...

20 Commissioner Greenfield: Would it make sense to have a liaison from the Commission
21 participating at the table with you?

22 Mr. de Geus: It'd be okay with me. I think it's always helpful to have perspectives.
23 Tim?

24 Mr. Sheeper: That's fine.

25 Chair Reckdahl: Do you have interest or Anne have interest? Do you have any interest
26 in being a liaison?

27 Commissioner Cribbs: All these people are looking at me right now. Yes.

28 Commissioner Greenfield: It was a leading question.

29 Commissioner Cribbs: If that's what you'd like. If that's what the Commission would
30 like.

1 Chair Reckdahl: Do we have to vote on that or is that—that Anne would be the liaison?

2 Mr. de Geus: I would make that part of the motion.

3 Commissioner McCauley: Forgive me. Can you just outline the timing? We're trying to
4 put this before the City Council on June 12th, right?

5 Mr. de Geus: Yes. We could push that to the 19th.

6 Commissioner McCauley: I'm really loathe to suggest this, but it seems as though
7 perhaps if you think this Commission's vote up or down is necessary before presenting it
8 to the Council, we probably should have another meeting, especially if it's specific to this
9 issue. Hopefully, it won't. I would presume the week of June 12th or just before that.

10 Mr. de Geus: Assuming we can come to agreeable terms in that time. I think we've
11 scheduled a meeting for next week, the 1st, between all parties. We discussed that earlier
12 today too. There's an option that we get a special meeting just for this so that we get the
13 full Commission's support or get a full vote on the contract with those parts.

14 Chair Reckdahl: That made me feel a lot more comfortable. If Masters was happy and
15 PASA was happy, to me it's a slam dunk. I'd say yes. You have this big uncertainty, and
16 I don't know how you can craft a motion that is going to say we give our blessing
17 provided they eventually come to an agreement. In the meantime, before they come to an
18 agreement, we're going to have the Council vote on it. That seems like really the cart
19 before the horse, and they're all spinning around.

20 Mr. de Geus: The motion could be to support the lifeguarding program for recreation
21 swim and for—that's the pinch point for us, the lifeguarding for recreation swim and lap
22 swim. We know that we're going to come into problems after summer to be able to staff
23 the pool. That's what really the agreement is, why we need to go in June with that piece
24 of it. I'm just wondering can we bifurcate the Masters and PASA piece, don't even vote
25 on that. You're not supporting that here with regard to Tim's oversight.

26 Commissioner McCauley: I appreciate that point. To be honest, I think it's odd to give
27 an up or down vote on a contract that's nonexistent at this point. I appreciate you have
28 the components and you have everything in mind, but to actually see it is important to
29 me.

30 Mr. de Geus: I'm suggesting the opposite, I think. You wouldn't vote on it. We would
31 say that the Masters subcontract and the PASA subcontract—we would put in the
32 contract essentially that that's not something that we're agreeing to as part of this because
33 we're still pending the terms for that. That would come later, another amendment I would
34 assume.

1 Chair Reckdahl: To make it work for Sheeper, Sheeper gets the revenue from the
2 Masters. If the Masters then walked away, that would dramatically change his business
3 model.

4 Ms. LeBlanc: Even the proposal from \$3 per lane hour is not a critical piece of the pie to
5 make it all come together. As far as PASA's contract goes, I think we can have that
6 approved and the deal signed before we go to Council on June 12th. It would be just
7 Masters that's hanging out there.

8 Chair Reckdahl: Would Tim be willing to do that, to bifurcate the contract and have
9 separate PASA, Masters, and sign half of it not knowing exactly how that second half
10 will turn out?

11 Mr. Sheeper: Yes.

12 Vice Chair Moss: A dumb question. When the rest of the City does contract with
13 plumbing contractors and sewer people and grading and asphalt, they don't come to a
14 Commission asking for approval of that contract, do they? Are you giving us too much
15 power? We'll give you advice, but do we have to approve it?

16 Mr. de Geus: I appreciate that question because we are going beyond what Commissions
17 normally do. Certainly sitting in on negotiating terms is not something that's typical and
18 it's not good practice really for a Board that is advisory to Council on policy.

19 Vice Chair Moss: Ask us for advice.

20 Mr. de Geus: Every situation is unique, and we've got a lot of stakeholders that have high
21 interest. We've got partners that have been with us for many years. I just want to get it
22 done and get the Commission to a position of comfort, that this is good. You never know
23 with 100 percent certainty that you feel you've done good work in supporting it. You
24 could say how do we do that. We are time constrained because of the break and other
25 things. We do want to be sure we give Tim some time to get his staffing together.

26 Vice Chair Moss: What do you want from us tonight?

27 Commissioner Greenfield: If you were to bifurcate the plan, then we would be voting—
28 the Masters part would be left out. PASA would be left out or not? I'm not clear where
29 we are on that.

30 Mr. de Geus: I was thinking that too. That's pending the June meeting, when we come
31 back with terms for those programs. Then, you hear it out. You hear the swimmers, the
32 Masters, and PASA (inaudible) who will be here, of course, That will get approved at
33 that time if it's agreeable.

1 Commissioner Greenfield: That would come back to Parks and Rec Commission in June.
2 The amendment portion would proceed with the Council in August?

3 Mr. de Geus: No. We would still go in June with that for the lifeguarding component
4 (crosstalk).

5 Commissioner Greenfield: No, no. The first part, yes, would go to Council as planned.
6 The amendment for Masters and PASA would get to Council ...

7 Mr. de Geus: The way the contract is written, that would not need to go to Council.
8 That's an agreement between Tim and the two partners. We've written into the contract
9 that the City needs to agree—staff needs to agree to those terms in addition to Tim and
10 the partners. That's how we've written it. We could write in there that the Commission
11 has a role to play here as well. I think that's what we're saying. In June, the Commission
12 also reviews those terms of the two subcontracts. Are you confused, Jeff?

13 Commissioner Greenfield: Yes.

14 Ms. LeBlanc: The contract is only between Team Sheeper and the City. It has standard
15 language in there that says Team Sheeper may subcontract if we agree to any
16 subcontracts mutually. It doesn't need to be a part of anything that you approve or not
17 necessarily and also doesn't need necessarily to be approved by the Council. We really
18 wanted to emphasize those subcontracts because they're such important pieces of what
19 goes on in the pool and making sure that collectively we have programs that meet the
20 needs of our residents and what the community wants. That's why we emphasized it so
21 much. In terms of the contract, it's not emphasized; it doesn't have to be emphasized.

22 Commissioner McCauley: In terms of logistics, I would think—I echo David on this. If
23 you'd like to present the fully baked plan to the Commission, that's great. We could then
24 consider it. Just because circumstances don't allow, if it goes straight to Council, I think
25 that's fine too, to be very honest with you. I don't think this Commission needs to vote
26 one way or the other.

27 Chair Reckdahl: The only thing is Council quite often wants to know what does Park and
28 Rec think before they vote on stuff.

29 Commissioner Greenfield: I appreciate that, but honestly I think the Council Members
30 are pretty well informed on this issue as well. This is not an issue that's new to them
31 (inaudible).

32 **MOTION**

33 Commissioner McDougall: I'd like to propose a motion that we support the staff's
34 position to contract with Team Sheeper with some rider—this will be the second part of

1 the motion—that says with the expectation that the PASA and Masters subcontracts
2 continue to be made visible to the Commission or some wording that works like that. I'd
3 like to make that motion.

4 Vice Chair Moss: I'll second it.

5 Chair Reckdahl: We have to get the wording precise. Can you sketch something out or
6 do you want ...

7 Commissioner McDougall: I'm asking for help for that wording, whether it comes from
8 staff or somebody else. The first part of the motion is specifically that the Commission
9 supports the contract with Team Sheeper for the lifeguarding portion of the contract. The
10 second part should be—whether this needs to be in the motion or whatnot, I see that as
11 allowing staff to continue to go forward with Council on June 12th. That's when you're
12 expecting to go. I believe that if you start slipping beyond then, you could be in real
13 trouble. The second part of the motion is that the Commission will have the opportunity
14 to review the subcontracts in June.

15 Mr. de Geus: I think that works. What we might do is look at pushing 1 week to the 19th
16 for Council to allow us a little bit of time to come up with new draft language in the
17 terms that work for both parties that we can then have as a draft. I think Council is going
18 to have similar concerns and questions. Back here later in June for full discussion on
19 those subcontracts. That works.

20 Chair Reckdahl: Jazmin, did you write something down?

21 Ms. LeBlanc: I scribbled things, but it's not coming together.

22 Ms. O'Kane: I have something. It would be the recommendation in the Staff Report
23 followed by "pending mutual agreement from Team Sheeper, PASA, Masters, and City.
24 Staff will return to the Parks and Rec Commission in June with the agreed upon
25 conditions" (inaudible) June.

26 Commissioner McDougall: I'm not sure that says what I was saying. I think we should
27 accept the Staff Report for what you're describing as the lifeguard portion and take that to
28 Council no later than June 19th, if you want. As far as I can understand, everybody here
29 is in agreement with that portion of it. What everybody's nervous about is PASA and the
30 Masters. In fact, you have every opportunity of having Masters and PASA by June 19th
31 say, "We agree." At that point, I'm not sure there's any incremental role for us except to
32 know what it is if Masters and PASA agree with you.

33 Ms. LeBlanc: I might have language; see what you think. You accept the
34 recommendation to have Team Sheeper ...

1 Chair Reckdahl: Staff recommendation.

2 Ms. LeBlanc: The staff recommendation that Team Sheeper provide operational
3 management of Rinconada lap and open swim programs and ask that staff will report
4 back to the Parks and Recreation Commission in June on oversight of Rinconada Masters
5 and the Palo Alto Stanford Aquatics programs.

6 Commissioner McDougall: Since it's my motion, I was reminded by one thing. I can't
7 remember whether Kristen said it or whatever. I would say operation and service
8 agreement just simply because I like the idea of when you added service in there.

9 Ms. LeBlanc: Operational management and service agreement of Rinconada's lap and
10 open swim programs.

11 Commissioner McDougall: Please leave it out; leave management out.

12 Ms. LeBlanc: Operations and service agreement.

13 Commissioner McDougall: As soon as you start adding management in, you're back to
14 what does that mean.

15 Chair Reckdahl: Kristen, was there anything in yours that you want to inject into
16 Jazmin's?

17 Ms. O'Kane: This is your motion. Do you want to restate it, Jazmin?

18 Ms. LeBlanc: How does it start? You accept staff's recommendation ...

19 Chair Reckdahl: The Commission accepts staff's recommendation.

20 **MOTION RESTATED**

21 Ms. LeBlanc: The Commission accepts staff's recommendation of having Team Sheeper
22 provide operations and services of Rinconada's lap and open swim programs and to have
23 staff report back to the Parks and Recreation Commission in June on oversight of
24 Rinconada Masters and Palo Alto Stanford Aquatics programs.

25 Commissioner McDougall: That's okay with me. Is that okay with the seconder?

26 Vice Chair Moss: Yes.

27 Chair Reckdahl: Did you want to specify that we'd also have the liaison from the
28 Commission? Is that necessary?

29 Mr. de Geus: You can put that in there if that's the Commission's will.

1 Commissioner McDougall: What was that?

2 Chair Reckdahl: That we would have the liaison from the Commission.

3 Commissioner McDougall: Yes.

4 Chair Reckdahl: Can you add also a line saying that ...

5 Commissioner McDougall: Put Anne in there.

6 Ms. LeBlanc: And that Commissioner Cribbs ...

7 Commissioner McDougall: Would provide liaison—will provide liaison.

8 Ms. LeBlanc: ... will provide liaison to those agreements.

9 Chair Reckdahl: To the negotiation of them.

10 Ms. LeBlanc: To the negotiations with Masters and PASA.

11 Commissioner McDougall: This is getting more complicated than Council. We're in
12 agreement that that's it.

13 Chair Reckdahl: Okay. All in favor?

14 Commissioner McDougall: Thank you for your help.

15 **MOTION PASSES**

16 Chair Reckdahl: It passes. We have seven hands waving. We have a lot of work to do in
17 the next ...

18 Mr. de Geus: Thank you. That was heavy lifting.

19 Chair Reckdahl: That ends the aquatics.

20 **4. Other Ad Hoc Committee and Liaison Updates.**

21 Chair Reckdahl: Shall we move on now to other ad hoc committee and liaison updates?
22 Part of this is a handout. Did you want to walk through this?

23 Ms. O'Kane: Sure. After our retreat on Friday, I sent out an email asking for your
24 preferences for the ad hocs that we discussed at the retreat. Tanya consolidated those into
25 this list. A couple of things I'd like to do is to make sure this is the ad hoc committee list.
26 Also, we need to look at those that have four Commissioners who have requested to be

1 on an ad hoc because we can only have three to avoid the Brown Act requirement. Also,
2 if there is additional ad hocs we need to add to the list, we should look at that as well. On
3 the second slide, when I asked Commissioners to identify which ad hocs they wanted to
4 be included in, there was also a second task which was identify what your priorities are.
5 Some people identified other priorities that might require an ad hoc. Those are on the
6 second slide. We also identified liaisons, which I will add aquatics negotiations and put
7 Commissioner Cribbs there. We have one current liaison recommendation. The final
8 slide, I just wanted to include the Commission priorities if we want to discuss that. If it's
9 okay with you, Chair Reckdahl, we should focus on the ad hoc discussion tonight and try
10 and get that resolved. For dog parks, we have Commissioner Cribbs and Commissioner
11 McCauley.

12 Commissioner Greenfield: Excuse me. Would it make sense to get the full list of ad
13 hocs that we're working with?

14 Ms. O'Kane: This is it.

15 Commissioner Greenfield: This one and the potential discussion.

16 Ms. O'Kane: The potential discussion—it's a lot. I don't think ...

17 Commissioner Greenfield: I think that has implications in terms of ...

18 Ms. O'Kane: Then, maybe we should start on the potentials because (crosstalk).

19 Commissioner McDougall: That's what Jeff was suggesting.

20 Ms. O'Kane: I don't think a lot of these require an ad hoc now; they might in the future. I
21 think at that time we could revisit it and ask for people to participate at that time.

22 Chair Reckdahl: We can add and subtract at any time.

23 Commissioner Greenfield: I also recognize my name is all over the place there. I sent
24 you an updated email today where I whittled it down.

25 Commissioner McDougall: Can we discuss the additional list just for one more second?

26 Ms. O'Kane: Mm hmm.

27 Commissioner McDougall: Part of my thought was that we heard some things from
28 Council. I thought we heard from Council don't—we may want to have an ad hoc on
29 Cubberley because that makes sense. Without funding and more negotiation, there's not a
30 lot we can do on Cubberley. On the other hand, Fry's may be a long way off, but Fry's

1 got mentioned several times. I was wondering if it needs to be on the list in anticipation
2 of what might be happening there.

3 Mr. de Geus: I'm confused about the Fry's discussion. It's not public property, is it?
4 What is the issue? Fry's may be coming up for sale as a property?

5 Commissioner McDougall: Fry's is—it's part of the whole Comprehensive Plan. That
6 whole area becomes a whole subdivision. It's an opportunity to put a park in the middle
7 of that subdivision. Being in front of that might make more sense rather than have some
8 subdivision plan that says by the way we have to figure out where to put a park. We
9 could maybe find a way to get in front of that. That's a hot topic. I don't know. Maybe
10 we say let's wait until we know a little bit more about it.

11 Commissioner Greenfield: I agree. Even with Cubberley, it's difficult to have enough
12 definition to move forward with an ad hoc at this point in time. I agree with what Don
13 said. Considering Fry's site, even though it is private property, if you wanted to dream
14 big, it could be a site for one or two gyms, a pool, and a soccer field or two with lights
15 and a major rec center. That's obviously a ...

16 Commissioner McDougall: Don't forget (inaudible).

17 Commissioner Greenfield: Obviously a bond measure would need to be tied to that, but
18 that's something tangible that could happen. It's very wishful thinking.

19 Vice Chair Moss: What Jeff had asked earlier is whether or not—what's the purpose of
20 these committees. One of the major purposes of these committees is they're real busy. If
21 we can be out in front of these issues by doing some legwork for the staff in some way, I
22 know one of the classic examples was the community gardens. You had those two
23 Commissioners who did a ton of work for you and went out and met stakeholders and all
24 kinds of stuff. It's really important for these bigger ones that maybe we play a more
25 significant role that they can't play ahead of time.

26 Commissioner McDougall: On the other hand, there's always "we're from the
27 Commission and we're here to help."

28 Ms. O'Kane: I apologize. This is going out. The internet is going (crosstalk).

29 Commissioner McDougall: I'll back off and say let's keep watching on the Fry's one and
30 maybe come back to it.

31 Vice Chair Moss: (inaudible) Fry's tied to the AT&T property, if we could expand that
32 and Boulware Park, there's less pressure on Fry's. It's less than a block away.

1 Chair Reckdahl: I do not want to tie those in the sense that whoever develops Fry's is
2 going to impact these. I don't want them to say, "We don't have to provide parks because
3 you (inaudible) AT&T."

4 Vice Chair Moss: I'd like them to pay for AT&T.

5 Commissioner McDougall: I don't think that's going to happen. They need to be dealt
6 with separately.

7 Ms. O'Kane: Chair, what do you want to do?

8 Chair Reckdahl: I think the best thing to do is let's go down the potential ad hocs and say
9 which of these will see action in the near future and which are going to be on the shelf
10 and we will just watch. If something does come up, we at least have some nominees to
11 go onto that.

12 Ms. O'Kane: Sterling Canal, you're referring to that piece of property—no, you're
13 referring to that whole pathway.

14 Vice Chair Moss: The only reason to do it now was if we wanted to somehow connect it
15 to the 101 bridge. That's a real longshot, but it sure is convenient to tie them together. If
16 there was some way that could be the northern entryway to the 101 bridge instead of that
17 very, very narrow and very dangerous Bayshore Road ...

18 Chair Reckdahl: That's a very good point.

19 Vice Chair Moss: ... it could go all the way to Greer.

20 Chair Reckdahl: Bayshore has such small bike lanes there.

21 Vice Chair Moss: That's what I was thinking.

22 Ms. O'Kane: I think that one might require some more staff research and staff legwork
23 first. Depending on what staff finds out, if it seems like something that we would need
24 an ad hoc for, we could convene one at that time.

25 Commissioner McDougall: There is no ad hoc for the bridge. Should there be or is that
26 already done and on its way?

27 Vice Chair Moss: It's sort of a done deal.

28 Mr. de Geus: It's on its way. It's come to the Commission a number of times.

1 Vice Chair Moss: If you have an issue, you'll bring it up. We have a similar thing with
2 the Baylands Boardwalk, which is the next one. That's a project that's moving along full
3 steam ahead. If there's an issue, you're going to let us know, I guess.

4 Ms. O'Kane: We'll provide updates as that project progresses.

5 Vice Chair Moss: We don't need a committee for that.

6 Commissioner Greenfield: There are three that stand out on this list to me that might be
7 worthwhile right now. The first one starting at the bottom of this is park restrooms. A
8 question to the staff. Is this an area of need for the staff to have assistance of the
9 Commission on an ad hoc? This seems to be clearly a priority from Council and amongst
10 this group as well.

11 Mr. de Geus: In the CIP, we have park restroom 2019 funding. This coming year, we're
12 doing the Cubberley restroom next to the field. There isn't something pressing right now.
13 As we get closer to fiscal year '19, look at those whatever it was, eight parks. We felt
14 like it made sense to have restrooms, which one should go first and some community
15 outreach.

16 Commissioner Greenfield: Perhaps starting an ad hoc up in 6 months or so would make
17 sense to lay some groundwork. The second one is PAUSD. Perhaps this would be a
18 liaison position rather than an ad hoc committee. We could discuss the merits of that
19 either way. By liaison, I understand that the City Council and PAUSD have a monthly
20 meeting and perhaps have a Commission liaison.

21 Mr. de Geus: We've had that before, a Commissioner liaison to the—it's called the
22 City/School Liaison Committee. They meet at the School District this year, and they
23 change every year. Next year, it'll be the City.

24 Commissioner Greenfield: Would that make more sense? I'm sorry.

25 Chair Reckdahl: DuBois and who's the other Council Member?

26 Mr. de Geus: No. It's Eric Filseth now and Vice Mayor Kniss and Ken Dauber and
27 Melissa Baten Caswell. Melissa's the Chair.

28 Ms. O'Kane: You said, Rob, that in the past a Commissioner has been a liaison. How do
29 you think that went?

30 Mr. de Geus: It was good. They would attend the meetings. They start at 8:00, and then
31 they would report out on issues. I think the Council Members and Board Members
32 appreciated the interest from the Parks and Rec Commission.

1 Commissioner Greenfield: Would this be something that we would recommend to
2 Council to request to have a ...

3 Mr. de Geus: No. I think this is more for the Commission to remain aware of what's
4 happening at that level between the School District and the City, what they're talking
5 about.

6 Commissioner Greenfield: My question is rather than the Commission telling the
7 Council that we want to sit in on this meeting, should we ask Council?

8 Mr. de Geus: No because you're not sitting at the table in the meeting. You're really just
9 observing.

10 Ms. O'Kane: Is the decision then to have a (crosstalk)?

11 Chair Reckdahl: I think that would be appropriate.

12 Ms. O'Kane: Is there a volunteer or someone (inaudible)?

13 Chair Reckdahl: I'd volunteer. If other people are interested, we can discuss about the ...

14 Vice Chair Moss: The fact that people have kids in PAUSD ...

15 Commissioner Greenfield: I would support Keith, but maybe you want to just put it on
16 the list and we can ...

17 Chair Reckdahl: Yeah, we can see.

18 Vice Chair Moss: What was the third one?

19 Commissioner Greenfield: The third one was identify and dedicate parkland. Based on
20 our discussion with Council yesterday, I thought maybe that should be modified a bit to
21 identify and dedicate parklands and develop a policy for parkland facilities. It seems like
22 it's all the same subject. It seems like that would be something worth moving forward on
23 now.

24 Chair Reckdahl: We talked about this on Friday. I think it would be very useful to have
25 a discussion in one of our meetings, talking about what is dedicated parkland. If we
26 decided there is a role for a park-like category, I know one person on Council who would
27 be very interested in that. We have to decide whether we think it's right or not.

28 Mr. de Geus: We've asked for some legal support on this. The way the Code is written,
29 it is pretty broad, high level, and depends on who the City Attorney is at the time in terms
30 of how to interpret that. An example is having a coffee cart in a park. We had a previous

1 City Attorney say absolutely not, it's commercial activity. Whereas, the current City
2 Attorney says no, that's supporting recreation uses. She's trying to put a finer point on it
3 at a policy level so that we're not just waiting for whoever is the attorney today and
4 understand what's allowable and not.

5 Commissioner McDougall: I think the issue of "please Commissioners go away and
6 figure out how to raise money, but you can't let a company in the City use any of the
7 parks for money" makes no sense. Maybe coming up with the right pricing structure so it
8 does make sense might be a better thing.

9 Vice Chair Moss: You have one for facility rentals. That might be broadened.

10 Commissioner Greenfield: I had a question about the facility rentals. Would that cover
11 the issue regarding Cubberley rental to Palantir or is that something different? That was
12 something else that I wanted to bring up in terms of the field, tennis court use policy.
13 That ad hoc, which we've already established, should take additional purview to look into
14 the language that could address the Cubberley situation as directed by Council yesterday
15 with their motion.

16 Mr. de Geus: I think that makes a lot of sense. We can combine it (crosstalk).

17 Commissioner Greenfield: Is facility rental something different or is that part of the
18 same?

19 Ms. O'Kane: This was added, I think, at the recommendation of the Chair. This was
20 looking at our facility rentals and are we maximizing renting out space to get the most
21 revenue.

22 Commissioner McDougall: Not to argue with you there, but that bothered me on the
23 Council last night. The word maximize and minimize came in there. I think what we
24 ought to talk about is optimizing. If we're trying to maximize, that's never good.
25 Maximizing revenue or something else is going to hurt something. Minimizing use is
26 going to hurt something. Optimizing it, if we went into an ad hoc with that in mind,
27 would be useful.

28 Ms. O'Kane: I think the most appropriate role for the Commission is related to a policy
29 of field use and field rentals and do we rent to corporations, things like that. Probably not
30 as appropriate for the Commission to be looking at revenues and things like that.

31 Mr. de Geus: That's right.

32 Commissioner Cribbs: Wouldn't we want at some point to have a discussion or an ad hoc
33 on just fund development, to talk about optimizing the Friends that we know that we have
34 like the Friends of the Parks and the Parks and Recreation Foundation, finding out from

1 legal people about the naming rights and what the issue is in Palo Alto about naming
2 rights? We're thinking about fundraising in the future, or is that a staff thing?

3 Commissioner Greenfield: There were two other ad hocs that I didn't see on this list, that
4 I think would be appropriate to consider. The first one is Master Plan funding/outreach.

5 Commissioner McDougall: I don't know if that's an ad hoc or if that's the whole
6 Commission.

7 Vice Chair Moss: That's on the fifth slide.

8 Commissioner Greenfield: I think there's enough background work. I'll ask staff if an ad
9 hoc would be appropriate to start digging in there.

10 Mr. de Geus: Probably. Really when ad hocs work the best is when they have a really
11 clear definition and a timeline of what we're trying to accomplish. That's a big one, and
12 it's definitely staff and Commission working to try to figure it out. If Mayor Scharff got
13 his way and we actually had a ballot measure in 2018, which I think is really ambitious,
14 we would need to get working yesterday realistically. That's appropriate for an ad hoc
15 committee, sure.

16 Chair Reckdahl: Who headed up the library—that was a bond measure or was that a
17 parcel tax?

18 Mr. de Geus: It was a bond measure. It's the same thing, bond measure and parcel tax?

19 Ms. O'Kane: A bond measure is—I'm not going to speak to that. I think the bond
20 measure is approving an additional parcel tax.

21 Commissioner Greenfield: It was the Friends of the Library organization.

22 Commissioner McCauley: A bond measure just by definition would be actually taking
23 out a debt, taking out bonds.

24 Mr. de Geus: There's different ways to do that.

25 Commissioner McCauley: (inaudible) project. A parcel tax would be just a standalone
26 tax that you would generate revenue from, that you might then do something with.

27 Commissioner McDougall: One's a debt, and one's a tax.

28 Mr. de Geus: We have revenue bonds with the golf course. That's how we're funding the
29 golf course, and the revenue from the golf course will pay it off. The question about the
30 libraries, it wasn't really the Commission that was raising the money. It was the Library

1 Foundation that raised the majority of the money and got the momentum going and
2 support for passing it. The Friends of the Palo Alto Library, which is another group, also
3 were involved to some degree. Of course, we had consultants come in and do feasibility
4 studies about whether a bond would pass or not. All of that needs to happen. A lot of
5 work in advance of putting something on the ballot. That's how the libraries won. As
6 you know, it didn't pass the first time. It failed in 2002, I think, and then passed in 2008.
7 It does require the supermajority vote.

8 Chair Reckdahl: Certainly some lessons learned from them. If we were anticipating
9 something like that, knowing what they did right and what they did wrong would be very
10 useful.

11 Mr. de Geus: That's one we probably want to set up pretty soon. It's just first have a real
12 discussion about what are our plans and options here, where do we want to do more
13 research and understand more about the (inaudible), some of the big ideas.

14 Vice Chair Moss: How much will we need to raise?

15 Mr. de Geus: How much do we need to raise, have enough detail.

16 Ms. O'Kane: Are you thinking an ad hoc or just a Commission discussion?

17 Vice Chair Moss: You're going to need an ad hoc.

18 Mr. de Geus: I think an ad hoc is better because then you can set it up for the
19 Commission to have a more productive discussion.

20 Commissioner McDougall: I would think that you might want to have an ad hoc to figure
21 out what you need, and then you're going to end up dividing it up into public funding
22 versus corporate funding versus whatever. Then, you might want to have three ad hocs
23 for those different approaches to raising money.

24 Commissioner Greenfield: The last question I had, and then I'll yield the floor for a
25 while. Community gardens seemed to be more popular in the eyes of the Council last
26 night than I had anticipated. It's something I feel strongly about. Is there any funding in
27 the coming fiscal year for that? It seems like it would be worthwhile forming an ad hoc
28 but, if there's no money to spend, maybe not.

29 Mr. de Geus: I don't believe it's in the CIP for this next year or in the 5-year plan for a
30 community garden in south Palo Alto. It is in the Master Plan; we identified some
31 specific sites. I can't remember. It's definitely a priority. It is in the Master Plan, and
32 clearly the Council would like to see us do something there. It's not funded by the capital
33 budget, but there are other funding opportunities. We could look at the Friends of Palo
34 Alto Parks or others that may want to step in there and help us get something going.

1 Vice Chair Moss: They didn't mention the Ventura garden.

2 Mr. de Geus: That's obviously one we do have.

3 Vice Chair Moss: We need publicity so they know we've got one.

4 Commissioner Greenfield: Would that be a reasonable ad hoc to consider as well?

5 Ms. O'Kane: At some point yes. We'd have to decide—if we're going to put an ad hoc
6 together, that probably means that we're pursuing something, a community garden in
7 south Palo Alto. I don't know if we're ready to do that.

8 Mr. de Geus: It's one that we could—I think it is the priority. We have a funding issue;
9 that's true. Unless we start working on it, it's not going to get anywhere. We could have
10 an ad hoc committee. We know we've got an early issue. We want to see if we can
11 expand the community garden program so we have more opportunities in south Palo
12 Alto.

13 Vice Chair Moss: We have all these potential ad hocs, and we ...

14 Mr. de Geus: We need to decide where ...

15 Vice Chair Moss: You're going to have to make a choice. Is community gardens really
16 that important from the Council compared to other, really important things? I don't
17 necessarily think so, but others ...

18 Commissioner McDougall: I don't think it was a big thing; I think it was a frequently
19 mentioned thing.

20 Commissioner Greenfield: I was surprised how often.

21 Vice Chair Moss: If we want to make an ad hoc out of that too.

22 Mr. de Geus: It can just be one Commissioner, if there's a particular Commissioner that
23 has an interest.

24 Commissioner McDougall: If the ad hoc did nothing but go back to Council and ask
25 them what the hell they meant, and then get started.

26 Chair Reckdahl: That's one of the problems. When you go down the list, people will say
27 stuff and you don't know whether everyone agrees or whether it's just one kook saying
28 one thing. I didn't mean to talk about him.

29 Commissioner McDougall: He did not say that.

1 Chair Reckdahl: You're not really getting direction. You're getting all this anecdotal
2 discussion.

3 Mr. de Geus: I think that's exactly right. You've got to be careful about what you hear.
4 Look for themes, hearing them multiple times.

5 Chair Reckdahl: It was mentioned at least twice, maybe three times, the community
6 gardens.

7 Mr. de Geus: It came up through our Master Planning and outreach process that this is a
8 gap. It was pulled out as a gap in the first criteria that we have in here. We're out of
9 balance in terms of the distribution of community gardens in the community. That's
10 something that we ought to work on.

11 Ms. O'Kane: I'd like to come back to something that Commissioner Cribbs said about
12 Friends of the Palo Alto Parks. I will add Parks and Rec Foundation. It might be
13 appropriate to have a Commissioner liaison to those.

14 Vice Chair Moss: You had that on the third slide. I agree.

15 Commissioner Greenfield: It was on the list I had.

16 Vice Chair Moss: I went to that first meeting. I was invited; I didn't invite myself. We
17 should have somebody, because they would love to help.

18 Chair Reckdahl: Let's go back to Slide 2 there and look at the ad hocs and identify the
19 ones that we see near-term action on. Don.

20 Commissioner McDougall: The golf course including the clubhouse seemed to get
21 attention last night.

22 Mr. de Geus: I agree with that.

23 Commissioner Greenfield: I agree with that.

24 Chair Reckdahl: Facility rentals I don't think should be an ad hoc. I think we should—I
25 would encourage discussion about that at some meeting, but I don't think there's going to
26 be enough work to warrant an ad hoc.

27 Commissioner McDougall: Can we tuck that under the field and tennis court policy ad
28 hoc up above?

29 Mr. de Geus: It's related, sort of related.

1 Vice Chair Moss: They're also talking about picnic grounds. That sort of dilutes the
2 fields and ...

3 Commissioner Greenfield: It could be a lower priority. I think we need to start off with
4 Council's direction from last night on the Cubberley thing and rentals. Certainly we want
5 to get on pickleball as quickly as possible as well.

6 Commissioner McDougall: That's part of the field and tennis court policy.

7 Commissioner Greenfield: If we were to add the facility rentals to that, it would be down
8 the road.

9 Chair Reckdahl: Staff was given the action to formulate a rental policy and come back to
10 Council.

11 Mr. de Geus: Related to the Master Plan. It was that policy where it talks about
12 exclusive use and to put more definition about what we really mean by that. We'll be
13 doing that.

14 Chair Reckdahl: Is there any ad hoc input necessary?

15 Mr. de Geus: I don't think so. We'll bring it back to the full Commission maybe even
16 next month.

17 Commissioner McCauley: One general concern I have is that we have a very long list of
18 ad hocs and that we will be burning ourselves out. I honestly don't want to discourage
19 any ad hocs because these are all very worthy causes. I wonder a little bit about the
20 prioritization just so that we as a Commission maintain some focus and perhaps start with
21 three or four ad hocs. Once we actually get those things accomplished, move on to the
22 next three or four items we really want to pursue. (inaudible)

23 Commissioner Greenfield: How were ad hocs set up last year? It seems like there was
24 quite a long list of ad hocs from last year. How many of them were set up?

25 Mr. de Geus: Not all of them made progress. Some of them were just (inaudible). Ryan
26 makes a really good point. There's a lot on here already and, if we add the golf course,
27 which is appropriate, and add Master Plan funding with the ones that are already existing,
28 that's a lot.

29 Commissioner Greenfield: Are there any on the top list that we think we don't need?

30 Mr. de Geus: Arastradero parking, yeah. That one doesn't need an ad hoc.

31 Chair Reckdahl: Cubberley ...

1 Mr. de Geus: I actually think that's going to heat up pretty quickly. We've drafted a
2 scope of services that we're planning to discuss at the Policy and Services Committee this
3 next month, on the 13th. We should get that draft out to the members of the ad hoc now.
4 That one's going to heat up quick.

5 Commissioner Cribbs: I think there's going to be a lot of interest in the community too
6 because of the people who are now getting involved and interested for different reasons.
7 I think it's important to leave it there.

8 Ms. O'Kane: It is in our capital improvement plan to Master Plan Cubberley. We don't
9 have funding to do something, but it is in our CIP to Master Plan it.

10 Mr. de Geus: It's funded, the Master Planning.

11 Chair Reckdahl: Cubberley Master Plan is—okay. I did not realize it.

12 Commissioner Greenfield: How about gyms? Is there something to move forward on
13 gyms or anything?

14 Ms. O'Kane: Is this for a new gym? I feel like sharing space would be part of needing
15 the PAUSD liaison, and the new gym might be part of the Cubberley.

16 Commissioner Cribbs: I think that's what the intent was.

17 Mr. de Geus: I agree. We could scratch gyms and Arastradero parking.

18 Vice Chair Moss: When you say new gym, we have two gyms at Cubberley already,
19 maybe even three. You're talking about a fourth one.

20 Ms. O'Kane: We don't own those, though; we lease them from the School District.

21 Vice Chair Moss: You want a fourth one that's just for us?

22 Ms. O'Kane: One just for us.

23 Commissioner Cribbs: There are a couple of different options around town. Some are
24 more vague than others, but it would be one big gym that we would have for us, that's not
25 leased.

26 Vice Chair Moss: Not necessarily on Cubberley campus?

27 Commissioner Cribbs: No, not necessarily but it could be.

28 Chair Reckdahl: What Los Altos did was co-locate the old ...

1 Commissioner McDougall: Let's not discuss that now. Let's just read off the list.

2 Chair Reckdahl: That's an option to look at.

3 Commissioner Greenfield: If we're looking to limit the list, is there something to do on
4 7.7 acres and 10.5 acres right now?

5 Ms. O'Kane: Is there an existing ad hoc on that 7.7?

6 Vice Chair Moss: No.

7 Mr. de Geus: There is. I believe there's a community meeting coming up to look at the
8 results of the study. There are significant impacts potentially of what needs to be ...

9 Vice Chair Moss: Can you tell us when that is?

10 Ms. O'Kane: I can. It's in June; we don't have the exact date.

11 Commissioner McDougall: You're talking about the 10.5?

12 Vice Chair Moss: The 7.7 acres (crosstalk) Buckeye Creek.

13 Chair Reckdahl: My name is on 7.7, but I did not volunteer for that, so cross me off that.

14 Commissioner Greenfield: I'll cross off 10.5 to make more room.

15 Commissioner LaMere: Cross me off the field and tennis court policy. I actually put my
16 name on gyms.

17 Commissioner McDougall: You can cross me off Cubberley.

18 Commissioner McCauley: One other question. Did the 10.5 acres and the Baylands
19 Comprehensive Conservation Plan need to be separate ad hoc committees? I realize that
20 there are some issues, but I wonder if it isn't in some respects a lot of overlapping issues
21 potentially as well.

22 Mr. de Geus: I think it's pretty different.

23 Chair Reckdahl: I think the Baylands Athletic Facility, the 10.5 should be the same.
24 There's so much overlap between those two. The Comprehensive Conservation Plan is
25 more about ...

26 Commissioner McDougall: One's for the environmentalists; one's for the athletes.

1 Commissioner Greenfield: You can cross me off CIP as well at least for now. I'm
2 assuming CIP is not going to be active for a few months?

3 Mr. de Geus: Yeah.

4 Vice Chair Moss: That's really important. When the time comes ...

5 Chair Reckdahl: I've done that a while. It might be good for you guys to get that
6 exposure, but we'll cross that bridge when we get to it.

7 Ms. O'Kane: There's still four under 7.7 acres.

8 Commissioner LaMere: You can cross me off.

9 Ms. O'Kane: Golf course was another one.

10 Mr. de Geus: Cribbs and Reckdahl.

11 Chair Reckdahl: We currently have no one under Master Plan funding.

12 Vice Chair Moss: I'll definitely help with that.

13 Commissioner McDougall: If you want to start with the Master Plan funding, I would
14 participate in that.

15 Commissioner Greenfield: I'll nominate (inaudible).

16 Vice Chair Moss: If I do Master Plan funding, I'm not going to do the Buckeye Creek.
17 Put me on Master Plan funding, but get me off of Buckeye Creek.

18 Chair Reckdahl: Anne, are you interested in the Master Plan funding?

19 Commissioner Cribbs: I was because I brought it up.

20 Chair Reckdahl: With your experience, I would think that you should get dibs on that.
21 Master Plan funding is McDougall, Cribbs, and Moss. Are you on that?

22 Vice Chair Moss: Mm hmm.

23 Chair Reckdahl: Is everyone happy with that?

24 Commissioner Greenfield: I'm not interested in that, but I can (inaudible).

25 Commissioner McDougall: Jeff, are you saying you're interested in Master Plan?

1 Commissioner LaMere: I have some interest in the Master Plan funding, but I'm willing
2 to ...

3 Commissioner McDougall: You can take my place.

4 Commissioner LaMere: Okay.

5 Commissioner Greenfield: There is a slot open now on the 7.7 acres. It's Don and
6 myself right now.

7 Mr. de Geus: It doesn't have to be three.

8 Ms. O'Kane: The other we talked about was—I'm sorry—the dedicating parkland.

9 Commissioner Greenfield: I'm very interested in that.

10 Vice Chair Moss: I am too.

11 Chair Reckdahl: Greenfield's on it already; we have one. And Moss?

12 Vice Chair Moss: Moss. I just don't think we're ready for Sterling Canal. (inaudible)
13 Matadero Creek, so you can take my name off of (inaudible).

14 Commissioner Greenfield: We have the PAUSD liaison.

15 Chair Reckdahl: This is the list right now. On the top one, we have eliminated gyms and
16 Arastradero Preserve. To that list we have added Master Plan funding, golf course, and
17 identify and dedicate parkland.

18 Commissioner Greenfield: I'm happy to take on community gardens even if no one
19 wants to join me at the time being, but I welcome company.

20 Commissioner McDougall: If there's space, I would join the golf course.

21 Chair Reckdahl: Now there's just two. Do you want ...

22 Commissioner McDougall: I'd prefer to go golfing than gardening.

23 Chair Reckdahl: Do you have all the names? Can you send that out to everybody? If
24 there are mistakes, just reply directly to Kristen. Let's go to the third slide, which is the
25 top of page 2. "J" is on PAUSD. I mentioned doing that, being the liaison to the School
26 District. Friends of Palo Alto Parks ...

27 Vice Chair Moss: I was going to do that because of the other one, the Master Plan
28 funding.

1 Commissioner McDougall: What was the other one, Kristen?

2 Mr. de Geus: The Palo Alto Recreation Foundation.

3 Commissioner Greenfield: Who is the liaison for that?

4 Chair Reckdahl: We have no one identified yet for the Palo Alto Recreation Foundation.

5 Commissioner Greenfield: Anne is our aquatics program liaison.

6 Chair Reckdahl: Is anyone interested in being the liaison to ...

7 Commissioner Greenfield: What's the Rec Foundation?

8 Commissioner Cribbs: They started in the mid-'80s. Their first job was to make sure the
9 May Fete Parade didn't go away. They raised money to fund the bands in the May Fete
10 Parade through the creation of the Black and White Ball. They are right now in the
11 process of bringing the Black and White Ball back at some point, 2018. There are some
12 reservations at Lucie Stern, I believe. They're meeting diligently on a monthly basis.

13 Chair Reckdahl: They are meeting regularly.

14 Commissioner Cribbs: They're all pretty regular too.

15 Mr. de Geus: They're a nonprofit.

16 Vice Chair Moss: They're more for programs and events.

17 Commissioner Cribbs: Not really.

18 Vice Chair Moss: Do they do benches like the Friends of the Palo Alto Parks?

19 Commissioner Cribbs: They could.

20 Vice Chair Moss: They're more for hard stuff that ...

21 Chair Reckdahl: Recreation is half of our job.

22 Vice Chair Moss: Right. I think they have two different missions. One is more for stuff
23 you can touch and feel. The other is more for programs and events.

24 Mr. de Geus: The Recreation Foundation funds different things like the audiovisual
25 equipment at the Lucie Stern Center. They fund equipment for the Middle School
26 Athletic Program, gymnastics equipment. They've participated in our gymnastics
27 program. They do that, but they also have done scholarships and other things as well.

1 Vice Chair Moss: The Friends of the Palo Alto Parks did like Lytton Park and also the
2 park on Homer.

3 Mr. de Geus: They're very capital-focused projects.

4 Commissioner Cribbs: Both of them are important because we have (crosstalk) for
5 people to give their money, and it doesn't go into the General Fund, and people can't find
6 it.

7 Commissioner Greenfield: I'll take the turf management and liaison. I'm effectively
8 doing that already, working with the soccer field groups and with Daren and his team. I
9 really just want to be transparent. (inaudible) the Commission by making the liaison role
10 (inaudible).

11 Chair Reckdahl: Youth Council, I don't think we should do that unless we talk with
12 Adam and he thinks it's going to be added value. Park restrooms, I don't think there's
13 anything for that right now. Is that correct?

14 Mr. de Geus: Right.

15 Chair Reckdahl: That gives us Project Safety Net, McDougall; turf management,
16 Greenfield; aquatics is Cribbs; Friends of Palo Alto Parks is Moss; PAUSD is Reckdahl;
17 and Recreation Foundation is empty right now. Would there be value added to try and
18 get someone to do that or is that something that ...

19 Mr. de Geus: I don't think you have to decide tonight. There's a lot here, more than you
20 can handle or we can handle as staff.

21 Vice Chair Moss: I think I wanted to be off the 10.5 acres. I'm biting off too much.

22 Chair Reckdahl: 10.5 is now down to LaMere and Reckdahl. People have buyer's
23 remorse.

24 Commissioner McDougall: Did you find somebody for the Recreation Foundation?

25 Chair Reckdahl: No.

26 Commissioner McDougall: Would anybody like to do Project Safety Net? I'll do the
27 Recreation Foundation. I think having liaisons with sources of money is more important
28 than having liaisons with Project Safety Net. I would go build a relationship.

29 Commissioner LaMere: Since I'm on the Master Plan funding, it would make sense for
30 me to take the Rec Foundation. That matches up.

1 Mr. de Geus: You're back on Safety Net, Don.

2 Commissioner McDougall: Fine with me. I like those people.

3 Chair Reckdahl: I think we have killed that horse.

4 Mr. de Geus: I hope you're all retired. (inaudible)

5 Chair Reckdahl: Back to the ad hoc committee. I assume there's no other ad hoc
6 information, so we'll move on.

7 **V. DEPARTMENT REPORT**

8 Chair Reckdahl: Department. Report.

9 Mr. de Geus: Given the time, not much to report today.

10 **VI. COMMENTS AND ANNOUNCEMENTS**

11 Chair Reckdahl: Comments and Announcements.

12 Commissioner Greenfield: Just one comment I wanted to make is suggesting that we
13 consider having a retreat twice a year instead of once a year. I thought that was really
14 productive. I had a conversation about this yesterday. I would propose that we consider
15 having another retreat in October. I was thinking perhaps October and March, and
16 perhaps annually in March and September, 6 months apart.

17 **VII. TENTATIVE AGENDA FOR JUNE 27, 2017 MEETING**

18 Chair Reckdahl: The last thing is a tentative agenda.

19 Ms. O'Kane: For June, we'll have the Junior Museum and Zoo. We'll be coming to
20 provide an update on that.

21 Chair Reckdahl: Buckeye Creek.

22 Ms. O'Kane: Buckeye Creek and possibly dog parks. I'll have to check with Daren on
23 that.

24 Commissioner Cribbs: If you could just do a little because he's got some costs now and
25 he's got some design and stuff. Just a little thing, just have an update.

26 Chair Reckdahl: The next meeting we will hopefully have discussion about Team
27 Sheeper.

1 Mr. de Geus: Yeah, we will.

2 Ms. O'Kane: Could I raise something?

3 Commissioner McDougall: Hopefully we won't have a discussion about Team Sheeper.

4 Chair Reckdahl: Short and say that one's happy.

5 Ms. O'Kane: I know there's been concerns with our meetings running too long. June,
6 you can see, is already really full. I'm wondering if there would be a way we could
7 maybe start the meetings earlier, like at 6:00 p.m., if that would work for Commissioners.
8 It's not something we need to decide now, but something to think about.

9 Chair Reckdahl: 6:30 might be possible, but let's keep it at 7:00 and talk about it next
10 month.

11 Commissioner McCauley: To be honest, we want to try to be more efficient with it.
12 Think about ways to be more efficient rather than just starting at a different time.

13 Ms. O'Kane: June's going to be a heavy agenda.

14 Chair Reckdahl: At some point also—we've been pretty lenient about letting discussions
15 go. We may need to start having ...

16 Vice Chair Moss: (inaudible)

17 **VIII. ADJOURNMENT**

18 Meeting adjourned on motion by Commissioner McDougall and second by
19 Commissioner Greenfield at 9:55 p.m.