

**Council Meeting: March 20, 2012**

SUBJECT: Approval of License Agreement Between Lifetime Tennis, Inc. and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center

REPORT IN BRIEF

The City's Tennis Center facility opened in 1976 and was operated under a license agreement between the City and two separate contract operators until the license expired on January 1, 2012. The City issued a request for proposals (RFP) for a new operator in October 2011 and received 10 proposals. This report requests approval of a license agreement between Lifetime Tennis, Incorporated and the City of Sunnyvale for the operation and management of the Sunnyvale Tennis Center (Attachment A.)

The draft of this report was reviewed by the Parks and Recreation Commission on March 7, 2012. The commission voted unanimously to recommend that Council approve the proposed License Agreement between Lifetime Tennis, Incorporated and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center. (Attachment B – Excerpt of draft Parks & Recreation Commission meeting minutes of March 7, 2012.)

BACKGROUND

Mr. Jan K. Young managed the Sunnyvale Tennis Center under a license agreement with the City ever since it was first constructed in 1976 until 2004. In 2002, staff advised City Council and the Parks and Recreation Commission of Mr. Young's intentions to pursue a formal transfer of the license to Mr. Brian Garrow effective January 1, 2004. This was approved by Council on November 11, 2003 (RTC No: 03-380) and Mr. Garrow operated the Tennis Center continuously from January 1, 2004 until January 1, 2012.

A RFP was issued on October 21, 2011 and 10 proposals were received by the deadline of November 18, 2011. The current operator chose not to submit a proposal. A panel of staff reviewed the proposals and selected the top three. Interviews were conducted with the top ranked proposers. In December 2011, the best proposal and potential operator was selected and negotiations began on a new license agreement in January 2012.

EXISTING POLICY

General Plan

Policy CC-10 High-Quality Recreation Programming

The City strives to Develop and implement passive and active recreation and enrichment programs that provide constructive opportunities for fitness, well-being, healthy coping and stress management.

- 10.4- Use entrepreneurial strategies to identify and reach new markets for programs, services and revenue generation, and to strengthen relationships within existing markets.
- 10.6- Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

DISCUSSION

Overview of License Agreement

The proposed length of the new agreement is 15 years, commencing April 1, 2012 and ending March 31, 2027. The Licensee will submit an annual Operations Plan on April 1 that will be approved by the Director of Public Works and include a listing of all programs, instruction, court rentals, camps and special events and their fees for the year (See Attachment C, "Annual Operations Plan, Summer 2012"). In the initial agreement, court rental fees remain at their current level and the average cost of instruction is equivalent to what was charged by the previous operator, including a resident discount. The City will continue to maintain the grounds surrounding the courts and buildings at the Tennis Center, as well as, the ancillary tennis courts. The routine maintenance of the Tennis Center courts and buildings, as well as a significant contribution towards the infrastructure needs of the buildings, will be the responsibility of the Licensee. The City will continue to provide for all of the infrastructure needs of the Tennis Center and ancillary courts, including court surfacing and lighting systems.

Qualifications of Operator

Since 1993, Lifetime Tennis (a California S-Corporation) has been a leader in Bay Area Tennis operations. They have unique experience with over 19 years of public tennis center management service in multiple communities. In those years, 345 staff professionals have helped over 46,000 people enjoy the game of tennis; including nearly 14,000 first time players. Their current partnerships with the Cities of Cupertino (18-court facility), Pleasanton (10-court facility) and Walnut Creek (10-court facility) have thrived in terms of number of participants. In 2003 they were presented with the United States Professional

Tennis Association (USPTA) "Service to Tennis" achievement award: earning three consecutive years as Northern California's growth leader.

Dana Gill is the Founder and Executive Director of Lifetime Tennis, Incorporated (1993-present). He serves as the company's liaison with City staff; specializing in communications, operational transparency and team building. He manages business development, community outreach initiatives, company financing and human resources. Michael Scadden would be the full-time, on-site General Manager. He is a lifelong tennis player, enthusiast and visionary; with thirty years of managerial and teaching experience in the tennis field. He has served as director of tennis at private and municipal tennis centers in Cupertino, Santa Clara and San Jose. In recent years, Michael has functioned in project management and business development roles for some of Silicon Valley's largest tech companies including Oracle, Symantec and Dell Computers. Greg Bolitsky would be the full-time, on-site Tennis Director. He understands the needs of all tennis players from the beginning recreational player to competitive ones who are interested in playing at the college level and beyond. Greg's twenty-four years of teaching experience include five at the United States Tennis Association (USTA) National Tennis Center as a Senior Tennis Professional. His many certifications include USPTA Professional, USTA Certified National Coach, USTA High Performance Coach and USTA Sports Science Level I.

Tennis Programs and Services

Lifetime Tennis will operate a full service Pro Shop that will offer tennis accessories, racquets, apparel and shoes for sale in addition to complete racquet stringing services. A comprehensive tennis instruction and special event program will be available with the goal of significantly increasing participation for all ages and all levels of play, from pre-school to senior adult and from beginner to competitive player. This program will have a wide variety of opportunities including Little Tennis for 4-6 year olds, Youth Tennis for 7-15 year olds with Junior Teams and Tennis Camps, Adult Tennis Instruction, league play, tournaments, court rentals, socials and community special events. Programs will be offered at both the Tennis Center and ancillary tennis courts located at community parks and schools.

Food Services

The proposed agreement requires the Licensee to maintain and sell a reasonable stock and variety of pre-packaged and freshly prepared food and beverages, confections, and other articles which are of high quality and are of such purity and content as to comply with applicable local, state and federal law. The Licensee would initially accomplish this by a six month agreement with the owner of City Kabob restaurant (the provider of food services under the old agreement). At the onset, the restaurant will deliver an expanded menu when compared to the offerings previously provided by the food service from

2004 through 2011. Both prepared and pre-packaged food options will be made available to facility users and the general public. Freshly prepared food items would continue to be specialty Kabob and Mediterranean Cuisine and pre-packaged food items including sandwiches, salads, yogurt, cheese, nuts, fruit, cookies, muffins and scones. At the conclusion of the trial term, the Licensee will determine the long-term plan for the Sunnyvale Tennis Center Restaurant. Through observation, formal (survey) and informal (conversational) community response, they will implement a long-term food delivery approach which will either include an extended agreement with the owner of City Kabob or service delivery directly provided by the Licensee.

FISCAL IMPACT

The proposed agreement would have a significant, positive impact for both operating and capital programs in the Golf and Tennis Enterprise Fund. From 2008 through 2011, the previous agreement returned an average of approximately \$90,000 annually to the Community Recreation Fund through license fees and revenue sharing. In addition there were capital improvements totaling approximately \$65,000 dollars, paid for by the licensee, including the addition of an enclosed dining area and two storage sheds.

The proposed agreement would both simplify and improve upon the previous agreement by eliminating revenue sharing and instead collecting a license fee that would equal \$100,000 in year one, and then increase by \$5,000 each year to \$170,000 in year 15. Please note: the first three months' license fee in the first year is discounted by 50% to consider reduced income for the licensee due to court renovations that impact play. This reduces the income to the City in year one by approximately \$12,500; however, the \$5,000 fee increase in year two is still based off of the \$100,000 base fee from year one.

The proposed agreement requires a capital improvement program funded by the Licensee totaling \$230,000 with an initial investment of \$120,000 by the Licensee in the first year to improve the Pro Shop (including the locker rooms) and Food Services buildings. These improvements are critical given current building deficiencies. If not covered by the new license agreement investments, resources would have to be made from other funding sources such as the General or Park Dedication Funds because there are not sufficient funds in the Golf and Tennis Enterprise Fund.

The proposed agreement provides for license fees to be paid over 15 years totaling \$2,012,507 to the Golf and Tennis Enterprise fund. This is an increase of approximately \$550,000 over what is currently projected for that same time period in the FY 2011/12 Adopted Budget. In addition, there is a total capital investment of \$230,000 towards the improvement of various buildings and facilities at the Tennis Center as well as payment of up to \$75,000 for electricity costs (up to \$5,000 per year) for the Tennis Center

buildings. The Licensee's contribution for electricity costs is expected to cover the actual cost for this utility, and therefore the City expects to not have to expend additional funds to cover costs above \$5,000 annually. The additional revenues resulting from this new agreement will be incorporated in the FY 2012/13 Recommended Budget.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center, and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

The Parks and Recreation Commission conducted a public hearing on this item at their meeting of March 7, 2012.

Notice of the Parks and Recreations Commission review of this report was provided to the Sunnyvale Tennis Club and the "Friends of Parks and Recreation" (a list of organizations and individuals who have expressed an interest in parks and recreation issues).

ALTERNATIVES

1. Approve the proposed License Agreement between Lifetime Tennis, Incorporated and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center.
2. Do not approve the proposed License Agreement between Lifetime Tennis, Incorporated and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center.
3. Provide other direction to staff as Council deems appropriate.

RECOMMENDATION

Staff recommends Alternative No. 1: Approve the proposed License Agreement between Lifetime Tennis, Incorporated and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center. The proposed agreement is mutually beneficial, providing the community with increased tennis programming and special opportunities and providing the City with significant revenue and capital improvements.

The draft of this report was reviewed by the Parks and Recreation Commission on March 7, 2012. The Commission voted unanimously to recommend that Council approve Alternative No. 1. Reasons given included the support of the Sunnyvale Tennis Club, a thorough RFP selection process and positive revenue generation for the City.

Reviewed by:

Kent Steffens: Director, Department of Public Works
Prepared by: Scott Morton, Superintendent of Parks

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. License agreement between Lifetime Tennis, Incorporated and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center.
- B. Excerpt from Draft Meeting Minutes of Sunnyvale Parks and Recreation Commission March 7, 2012.
- C. Annual Operations Plan Summer 2012.

L I C E N S E

An exclusive and revocable license is hereby granted by the City of Sunnyvale, a municipal corporation of the State of California, to Lifetime Tennis, Inc. a California corporation, as Licensee, to manage, operate and supervise, the Sunnyvale Tennis Center including, the Sunnyvale Tennis Center Pro Shop and Food Services, court reservation system and various tennis programs and instruction for the Tennis Center, Sunnyvale Middle School, Fremont High School and ancillary park tennis courts (attached hereto as Exhibit "A"), and all related programs, for a fifteen-year term beginning on 12:00 a.m. ON APRIL 1, 2012, and ending at 12:00 a.m. on March 31 , 2027, unless terminated sooner, subject to the conditions contained in this license. At City's sole discretion, this license may be extended for an additional five years on mutually agreed upon terms and conditions beyond the term described above. If the parties reach agreement, a written Amendment to the license shall be executed by both parties.

SECTION 1. DEFINITIONS.

As used in this License, the following words and phrases, unless provided otherwise, shall have the following meanings:

"Center" – Sunnyvale Tennis Center, consisting of sixteen (16) tennis courts and related improvements located at 755 South Mathilda Avenue, Sunnyvale, California.

"City" - City of Sunnyvale

"City Council" - City Council of the City of Sunnyvale.

"Department" - Department of Public Works of the City of Sunnyvale.

"Director" - Director of the Department of Public Works of the City of Sunnyvale.

“Employee” - any person employed by and paid solely by Licensee, for any of the following purposes: (1) to give lessons and instructions in tennis; or (2) to assist in the day-to-day operation of the Center, including collection of monies.

“Licensee” - Lifetime Tennis, Incorporated, operator of the Center, including, the Sunnyvale Tennis Center Pro Shop and Food Services, court reservation system for the Tennis Center, Sunnyvale Middle School, Fremont High School and park tennis courts, and all related programs,

“Players” - Members of the tennis-playing public using the Center.

“Shall” - The word “shall” is mandatory.

“Pro Shop” - Tennis Pro Shop including locker rooms, office, concession and storage areas operated in conjunction with the Sunnyvale Tennis Center.

“Food Services” - The buildings and services associated with the sale of food and beverages at the Sunnyvale Tennis Center and related tennis facilities.

“Director of Tennis” - The person responsible for all tennis programs and instruction.

“General Manager” - The person responsible for all aspects of daily operation of Center and related courts.

“Contract Instructor” - Any person who secures a contract with Licensee for the express purpose of providing tennis instruction under authority of Licensee and in accordance with this License Agreement.

SECTION 2. EXCLUSIVE USE.

In order to exercise the privileges and rights hereby licensed, and to perform the duties and obligations herein imposed, City grants to Licensee the exclusive use of the Pro Shop and Tennis Office/Equipment storage area to be occupied only for tennis sales, customer service, repairs and office, and for no other purpose, and for the exclusive use of the food services building and outdoor dining enclosure for sale of food and beverages and for no other

purpose. Licensee shall occupy and operate the Pro Shop and the food services building as a licensee and not as a lessee. Licensee is granted the exclusive right to provide all tennis instruction or lessons to be provided on a fee basis, either at the Tennis Center or at other public courts under the ownership or control of City other than those provided by City contractors or its employees in connection with programs authorized by the Director upon consultation with the Licensee.

Use of the tennis courts at Fremont High School are subject to the terms of the agreement between the City and the Fremont Union High School District (FUHSD) that was signed on July 1, 2011 and terminates on June 30, 2025 unless extended. Licensee may use the courts from 6:00 a.m. until 10:00 p.m. every day school is not in session and from 5:00 p.m. until 10:00 p.m. when school is in session, or from 6:00 p.m. until 10:00 p.m. on days a school tennis team has a practice, match or event. Licensee will not have use of the courts if the agreement between the City and the Fremont Union High School District is terminated.

Use of the tennis courts at Sunnyvale Middle School are subject to the terms of the agreement between the City and the Sunnyvale School District that was signed on June 26, 1991 and terminates on June 30, 2016 unless extended. Licensee may use the courts from 6:00 a.m. until 10:00 p.m. every day school is not in session and from 4:00 p.m. until 10:00 p.m. when school is in session. Licensee may not use courts when City sponsored programs including but not limited to co-op sports, summer school and after school enrichment/recreation programs are using them. Licensee will not have use of the courts if the agreement between the City and the Sunnyvale School District is terminated.

SECTION 3. PRIVILEGES AND DUTIES OF LICENSEE.

Licensee shall exercise each privilege and right hereby licensed and shall perform each duty and obligation imposed herein in full compliance with the Sunnyvale Municipal Code and other ordinances of City, and all applicable laws of the State of California and the United States of America.

A. Licensee shall be responsible for:

1. Operating, managing and supervising the Center through a full-time, on-site General Manager and other employees, whose duties include but are not limited to:
 - a) Enforcing all rules and regulations;
 - b) Posting notices of class times and tennis court usage on City provided boards at each tennis location at least one week in advance of each session;
 - c) Regulating the play and conduct of the players;
 - d) Policing the Center, preserving order, and providing for security of the Center, including keeping trespassers off the Center and preventing injury to the Center, by players and others;
 - e) Keeping the Center open from 8 a.m. until 10 p.m., Monday through Friday and 8 a.m. until 8 p.m. on Saturdays and Sundays, including the Pro Shop. With approval from the Director, Licensee may extend operating hours; providing hours fall between 6 a.m. and 10 p.m. The Center may be closed on certain holidays including Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day and Easter. Tennis courts shall be closed due to unsafe playing conditions caused by inclement weather or other sources. Pro Shop and office are to remain open regardless of court status due to unsafe conditions.

- f) During operating hours inspecting and maintaining facilities regularly;
- g) Maintaining the interior of locker rooms, including restrooms, checking regularly (no less than every 4 hours the Center is open) and cleaning as needed all restrooms and showers and keeping facility open at all times that the Center is open for play or the Pro Shop is open for business and closed and locked at all other times;
- h) Maintaining tennis courts, including bi-weekly washing and sweeping of the same; repairing and replacing any nets, windscreens, scorekeepers and court trash receptacles as required in order to maintain tennis courts in good playing condition and appearance;
- i) Improving Center facilities including buildings and courts (including the painting of blended or shadow lines for youth courts), as initiated by the Licensee, including all related costs. Requests must be made in writing to the Director of Public Works;
- j) Maintaining the exterior of the buildings and windows including washing, removing graffiti and painting;
- k) Preventing any person from playing without first having paid court rental fees;
- l) Acting as starter of play;
- m) Collecting all fees, charges and receipts for tennis instruction, tennis court rentals, reservations, merchandise sales/repair, food service, and all other related programs at the Center and ancillary tennis

facilities. All fees, charges, receipts and any other monies collected by Licensee shall be processed in the manner prescribed by City. Licensee shall:

- (1) Prepare a daily computerized report that logs all fees by category.
 - n) Providing and scheduling a balance of play and court use for all ages, user groups and ability levels including, but not limited to, lessons, league play, tournaments, and open play that will maximize participation and revenue. A minimum of three (3) courts at the Center will be available at all times for rental except for special events approved by the Director in advance. Ancillary courts in parks may only be used for instruction and one court must remain available to the public at all times for drop-in play;
 - o) Providing the Director of Public Works on April 1 of each year with an annual operations plan including a list of all activities including, but not limited to, tennis instruction and programs, tournaments, league play, camps, court rental and their associated fees; and
 - p) Providing a computerized, on-line registration, court reservation and fee collection system for all tennis courts and related programs.
2. Operating, managing and supervising the Pro Shop, which shall include but not limit Licensee to:
- a) Maintaining, selling and renting a stock of merchandise, supplies and equipment sufficient to meet customer demand and suitable for use at the

Center including, for example, clothing, tennis rackets, tennis balls, tennis shoes, books and other tennis equipment and supplies; provided, that the makes or lines of tennis merchandise, supplies and equipment so handled shall be representative, in quality, price and type, of those makes and lines of tennis merchandise generally available to the public in this area;

- b) Maintaining and operating a business for the repair and stringing of tennis rackets and other tennis related equipment;
- c) Preserving proper order in or about the Pro Shop and premises;
- d) Providing for security of the Pro Shop buildings;
- e) Keeping the Pro Shop open for all hours that the Center is open;
- f) Maintaining and operating vending machines as approved by the City for the sales of food and beverages provided that within ten (10) days following receipt of written notice from City that a particular machine is not satisfactory to City for whatever reason, Licensee shall remove that machine forthwith;
- g) Furnishing, and paying all charges for, telephone, cable and internet services which relate to the Tennis Center operations;
- h) Furnishing and paying all costs in connection with maintaining the interior of the Pro Shop together with routine maintenance thereof, the janitorial services to include, but not limited to, cleaning of windows (inside

and outside), and the routine maintenance of interior furnishings, equipment and fixtures; provided, however, that Licensee shall keep the Pro Shop locker areas and appurtenances in a clean and sanitary condition during operating hours, to the satisfaction of City, which expressly retains and reserves the right to inspect the Pro Shop for this purpose. Licensee shall provide high quality fixtures, counters, showcases, equipment and other interior furnishings or devices required to operate the Pro Shop.

i) Furnishing and paying all charges for office supplies.

3. Operating, managing and supervising the Food Services building, which shall include but not be limited to:

a) Maintaining and selling a reasonable stock and variety of pre-packaged and freshly prepared food and beverages, confections, and other articles which are of high quality and are of such purity and content as to comply with applicable local, state and federal law.

b) Furnishing and paying all costs in connection with maintaining the interior of the Food Services buildings together with routine maintenance thereof, the janitorial services to include, but not limited to, cleaning of windows (inside and outside), and the routine maintenance of interior furnishings, equipment and fixtures; provided, however, that Licensee shall keep the Food Services buildings and appurtenances in a clean and sanitary condition during operating hours, to the satisfaction of City, which expressly retains and reserves the right to

inspect the Pro Shop for this purpose. Licensee shall provide high quality fixtures, counters, showcases, equipment and other interior furnishings or devices required to operate the Food Services buildings.

- c) Preserving proper order in the food services building.
- d) Keeping the food services facilities open to the public a minimum of six (6) hours every day the Center is open. Dates closed are only those listed in this agreement. However, the food service may also be closed when all tennis courts are closed due to inclement weather, unsafe conditions, during an emergency, or when approved by the Director.
- e) Retaining an on-site, food services manager authorized to represent and act for Licensee pertaining to the operation, management and supervision of the food services facility. Licensee shall keep City informed in writing of the identity of such person. Nothing herein shall prevent Licensee from acting as manager.
- f) Providing prompt, clean, courteous and efficient customer service.
- g) Providing City with reasonable access to and the right to inspect all menus, lists, portions and schedules of rates or prices for services within the food service building and the right to sample foods and beverages at reasonable intervals at the cost and expense of City. If City raises objections to the condition of the building, the quality of the food, articles sold, or character of the service, Licensee covenants to

discontinue and remedy all objectionable practices upon demand of City.

- h) Meeting not less than once per calendar year with an authorized representative of City to discuss and review the operation of the food service facility, and to jointly review and evaluate the quality of service and building maintenance for the previous year.
- i) Following the procedure for handling complaints established by standard operating procedure guidelines of City. In this regard, the parties recognize that the Director is designated to represent the Department in resolving all such complaints.
- j) Authorizing the Director or his or her designee to inspect the premises not less than twice per year to determine whether Licensee is complying with the requirements of this section of the License.
- k) Keeping all fixtures and equipment within those portions of the food services facility clean, neat, safe, sanitary and in good order at all times.
- l) Storing all waste matter, garbage and refuse in a manner satisfactory to the Director, and arrange for the daily disposal thereof at the expense of Licensee.
- m) Comply with all requirements of City, or State Department of Health Services, or measure in health and sanitary regulations adopted by any legal authority, and grant access for inspection purposes to any duly authorized representative of the State Department of Health Services or City.

- n) Collecting all fees, charges and receipts from the food service facility.
4. A full-time, on-site Director of Tennis shall be an employee of Licensee providing the following services:
- a) Licensee shall organize, establish and conduct a diverse tennis instruction program for all ages and ability levels at the Center and on other public courts within the City deemed by the Director sufficient to meet the demand of the tennis and Sunnyvale communities. Licensee covenants that the tennis instruction program shall be performed by professional personnel and certified instructors, all of whom have had extensive training in the conducting of course of instruction similar to those required under this License.
 - b) Providing lessons and instructions in tennis at an acceptable level to the public and all related services as required by the Director;
 - c) The services to be performed by Licensee through employees or contract instructors shall include, but not limited to, the following:
 - (1) Training, selecting, supervising and assuming responsibility for court conduct, appearance and teaching ability of contract instructors;
 - (2) Providing enough competent instructors, as determined by registration lists, to minimize waiting list;
 - (3) Providing such teaching aids as may be necessary;

- d) Licensee shall register all participants, collect all registration fees, and maintain accurate records of registration. In connection therewith, Licensee shall make available to participants mail-in, phone-in, on-line and walk-in registration processes.
- B. In connection with the foregoing operations, Licensee may employ at its sole cost and responsibility such employees as it deems necessary; provided, however, that:
1. Within ten (10) days following receipt of written notice from City that a particular employees of Licensee is not satisfactory to City for good cause, Licensee shall dismiss that employee forthwith; and
 2. No employee of Licensee shall be deemed to be an employee, agent or representative of City at any time or for any purpose whatsoever; and
 3. Licensee shall require all employees to be neatly dressed and courteous at all times, and to refrain from boisterous or objectionable conduct around and about the Center, Pro Shop, food services building, and all tennis courts used.
- C. Licensee shall, in addition to the foregoing duties;
1. Obtain and pay for any permit or license required by the Sunnyvale Municipal Code (or as hereafter amended) or any other ordinance, or law of the State of California or the United States of America; and
 2. Pay any and all taxes including, but not limited to, personal property taxes, and sales and use taxes assessed against Licensee, or its possessory interest in the Center, Pro Shop, court reservation system for Sunnyvale Middle School and Fremont High School and ancillary courts in parks, Tennis

Center Food Services, or all of them or on its property, including inventories used in performing its duties and obligations under the License, for whatever purpose in connection with operation of the above.

3. Honor the rights of participants to waiver of fees established pursuant to SECTION 4.A.10. Licensee shall keep accurate records of all fee waivers and shall provide City with such records not later than ten (10) days after the end of each calendar quarter for reimbursement.
 4. Submit to the Director not later than April 1 of each year a written marketing plan for facility rentals, program enhancement and merchandising. Said plan shall include specific goals, objectives, policies, methods, programs and activities designed toward significant increases of the following:
 - a) Sales revenues from the Pro Shop;
 - b) Public participation in, and revenues from, individual and group tennis lessons offered by Licensee at the Tennis Center and other public tennis courts under the ownership and/or control of City;
 - c) Public use of and revenue from the Center's and ancillary courts.
- D. Licensee shall not do any of the following without having first obtained the written consent of City:
1. Install or permit installation or use of any pinball machine, video game, vending machine or similar equipment;
 2. Attach, hang or otherwise affix any permanent sign or advertising matter on the exterior of the Pro Shop, food

services building or anywhere in the Center or at ancillary tennis court facilities;

3. Allow any newspaper rack or other sales device to be placed and maintained outside the Pro Shop or food services building, whether attached thereto or free-standing, or anywhere in the Center, except as authorized herein;
4. Permit third parties to display or sell goods, wares or merchandise either within the interior or exterior of the Pro Shop, food services building, or anywhere in the Center;
5. Accord to any individual, group or organization any special privileges. The foregoing includes but is not limited to discounts on sales merchandise other than in connection with store-wide sales open to all persons. Individuals, groups and organizations will use the courts according to a general reservation system or on a first come, first served basis, whichever is appropriate, without discrimination.
6. Allow any person to utilize the courts or any facilities at the Center unless payment of the appropriate fees has first been made;
7. Assign or transfer this License or any of the rights or privileges herein licensed, or any part thereof, voluntarily, involuntarily or by any process of law. For purposes of this SECTION 3.D.7., a "transfer" shall include any sale, assignment, transfer or other change in the stock ownership of Licensee such that Lifetime Tennis, Incorporated is not the sole shareholder of Licensee, including any exchange of stock or merger or other reorganization transaction.

8. Make any material alterations, changes or additions to the Center, Pro Shop, food service building or other facilities subject to this License;
9. Make any alterations, changes or additions to the Center, Pro Shop, food services building or to any fixtures or equipment owned by City without first having obtained written consent of City therefor, provided that any alterations, changes or additions consented to shall be made at the sole cost of Licensee and shall become the property of City upon termination of this License;
10. Commit, permit or allow any nuisance or waste in, or injury to the Center, food services building or Pro Shop or any portion of either, or to permit the use of the Center, food services building or Pro Shop for any illegal or immoral purpose;
11. Permit any employee or contractor of Lifetime Tennis Inc. to become an officer or member of any tennis club or organization of tennis players formed or to be formed at the Center or in any organization in which participation would conflict with the orderly and efficient operation of the Center or Pro Shop and particularly which would involve the granting of court reservation or playing privileges;
12. Bind or attempt to bind City to any contracts or other obligations of any nature.

SECTION 4. DUTIES OF CITY.

- A. City shall, in conjunction with Licensee's service, do the following:
 1. Publicize the Tennis Center in the Library and Community Services Department's "Activities Guide" as long as the City

publishes and distributes it during the length of this agreement; four pages will be provided for the Fall and Winter 2012 issues and two pages will be provided in each subsequent issue. In addition the Fall 2012 cover will feature the Tennis Center.

2. Publicize the Tennis Center on the City's web site, including current classes, lessons, camps and special events and provide a link to the Licensee's web site.
3. Reimburse Licensee for waivers of fees honored pursuant to SECTION 3.C.3;
4. Provide information display boards at ancillary tennis court facilities upon which notices of class times and tennis court usage at each teaching location shall be posted;
5. Provide adequate building facilities for operation of the Center including Pro shop (locker rooms, concession and office), Food Services building and associated dining enclosure and three storage buildings
6. Maintain Center buildings infrastructure including all HVAC, electrical and plumbing systems and fixtures, windows, structural components including roofs, walls and foundations and excluding capital improvements made by the licensee as part of this agreement. Facilities may need to be closed temporarily to make needed repairs, in such cases City will provide Licensee with as much advance notification as possible ;
7. Maintain the Center grounds and appurtenant structures, including courts, tennis posts, fences, landscaping, court (Non-functioning tennis court lights will be repaired within ten (10) business/ weekday days) and pathway lighting

systems and adjacent improved off-street parking areas. Facilities may need to be closed temporarily to make needed repairs, in such cases City will provide Licensee with as much advance notification as possible;

8. Approve, by the Director of Public Works or his designee, the annual operations plan including a list of all activities, including but not limited to, tennis instruction and programs, league play, tournaments, court rental, camps, special events to be offered and their associated fees. All new programs and activities instituted after the annual approval of the operations plan shall be submitted in writing to the Director of Public works for approval.
9. Prescribe the form of court rental fees records required in connection with the operation of the Center;
10. Determine, as established by the Director of Public Works or his designee, when fees may be waived or adjusted.

SECTION 5. PAYMENTS TO CITY, RECORDS AND ACCOUNTS.

- A. Licensee shall install and maintain a system of records and accounts approved by the Director of Finance of City. Licensee shall permit City through its designated representatives to inspect such accounts and all other records of Licensee at any time upon demand. When financial records and accounts materials are to be inspected by the City, Licensee shall provide those records and materials within two business days notice. On or before the 15th day of each month during which this License remains in force, Licensee shall deliver to City a statement showing the total amounts of money collected or received by Licensee from all sources during the preceding calendar month.

B. Licensee, in consideration of the privileges and rights allowed by this License, shall pay to the City the following sums:

1. An annual amount equal to One Hundred Thousand Dollars (\$100,000.00) each twelve months. The license fee for the first three months of the agreement including April 2012, May 2012 and June 2012 shall be reduced by 50% to be \$4,167.00. Commencing on July 1, 2012, the license fee shall \$8,334.00. The annual license fee will be increased each year by \$5,000.00 per the table below. For each month of each calendar year, Licensee shall submit a payment to City for one-twelfth (1/12) of the amount due for that year, which shall be due and payable on the 1st of each month on that date. The first payment shall be made on April 1, 2012 and on the 1st day of every subsequent month thereafter for the term of the Agreement. The annual amount due will increase on April 1 of each year commencing on April 1, 2013.

Year of Agreement	Amount of annual and monthly rent
1 (commencing April 1, 2012)	\$87,507.00 (\$4,167.00 monthly for three months, \$8,334.00 monthly for nine months)
2 (commencing April 1, 2013)	\$105,000.00 (\$8,750.00 monthly)
3 (commencing April 1, 2014)	\$110,000.00 (\$9,167.00 monthly)
4 (commencing April 1, 2015)	\$115,000.00 (\$9,584.00 monthly)
5 (commencing April 1, 2016)	\$120,000.00 (\$10,000.00 monthly)
6 (commencing April 1, 2017)	\$125,000.00 (\$10,418.00 monthly)
7 (commencing April 1, 2018)	\$130,000.00 (\$10,837.00 monthly)
8 (commencing April 1, 2019)	\$135,000.00 (\$11,250.00 monthly)
9 (commencing April 1, 2020)	\$140,000.00 (\$11,668.00 monthly)

10 (commencing April 1, 2021)	\$145,000.00 (\$12,087.00 monthly)
11 (commencing April 1, 2022)	\$150,000.00 (\$12,500.00 monthly)
12 (commencing April 1, 2023)	\$155,000.00 (\$12,918.00 monthly)
13 (commencing April 1, 2024)	\$160,000.00 (\$13,337.00 monthly)
14 (commencing April 1, 2025)	\$165,000.00 (\$13,750.00 monthly)
15 (commencing April 1, 2026)	\$170,000.00 (14,168.00 monthly)

- C. Licensee shall make a capital investment of One Hundred twenty Thousand Dollars (\$120,000.00) within the first year of operating the Center. Twenty Thousand Dollars (\$20,000.00) of that total shall be used for interior improvements in the Pro Shop office and concession buildings and the Food Services buildings. One Hundred Thousand Dollars (\$100,000.00) of that total shall be utilized to make needed repairs and improvements to the Pro Shop and Food Services Buildings including the following in prioritized order: exterior painting of all buildings (except for the detached dining area building), interior modification of the locker rooms to meet current standards of the Americans with Disabilities Act and be more safe, attractive and usable and roof repairs to all three buildings. Any funds left after the completion of the aforementioned work will be utilized to provide on-court shade structures. Temporary furnishings and equipment shall not be included in the scope of work. In the eighth and twelfth years of the agreement the Licensee shall make additional capital investments of Fifty Thousand Dollars (\$50,000.00). The scopes of work shall be mutually agreed upon at the time of the investments.
1. Licensee shall prepare plans and specifications in consultation with CITY.
 2. Licensee shall receive approval of all plans and specifications by the Director of Public Works and/or his designee(s) prior

to filing of final plans and specifications. City shall be provided with two complete sets of final plans and specifications before construction begins and two complete sets of "as-built" plans and specifications at the completion of construction.

3. Prior to construction, Licensee shall have obtained all necessary permits, at no cost, authorizing construction of the Project from CITY and other public agencies having jurisdiction over the Project, in compliance with all applicable laws, regulations, codes and the permitting process.
- D. Licensee shall be responsible for the payment of electricity costs associated with the operation of the Pro Shop and Food Services buildings up to a total of Five Thousand Dollars (\$5,000.00) annually. The City is responsible for installing a separate meter for this purpose. Licensee shall be responsible for electricity costs after the separate meter has been installed, payments shall be made by the licensee directly to Pacific, Gas & Electric Company (P,G&E). On April 1st 2013 and each year of the agreement thereafter, the Licensee shall submit to the City monthly billing statements from P,G&E for the previous twelve months and the City will provide reimbursement for annual electricity costs exceeding \$5,000.00 within thirty days.
- E. All payments due to the city that are late shall incur a 10% penalty fee that will be due with the payment.
- F. Not later than May 1st of each year, Licensee shall furnish to City a current financial statement (or income tax return), prepared by a certified public accountant, setting forth the financial position of Licensee. The statements shall include specific sources of revenue collected by Licensee, including but not limited to court reservation fees, instruction fees, tournament fees, sales of Pro Shop goods and sales of food and beverages.

SECTION 6. COMPENSATION OF LICENSEE

Licensee shall be entitled to keep and retain all fees and revenues collected from all operations of the Tennis Center including, Pro Shop, Food Services and tennis instruction and court rentals at Sunnyvale Middle School, Fremont High School and ancillary park courts less all operating and other expenses for which Licensee is made responsible pursuant to this agreement, and those amounts described in SECTION 5, above.

SECTION 7. INDEMNIFICATION, INSURANCE BOND.

- A. Licensee shall indemnify and hold harmless the City of Sunnyvale, its officers, employees and agents, from and against any and all claims, demands, orders, decrees or judgments for injury or death or damage to person or property, loss, damage and liability (including all costs and attorneys' fees incurred in defending any claim, demand or cause of action), occasioned by, arising out of, or resulting from any act or omission on the part of Licensee, or its agents or employees, from the performance of any services required to be performed by Licensee or arising from the use of the Center, tennis courts at other sites or the Pro Shop by Licensee, or its agents, employees, or arising out of the operation or maintenance of dangerous or defective condition of the Pro Shop, or any other structure, facility or thing erected or placed in the Center and under the control or supervision of the Licensee.
- B. Licensee shall procure and maintain for the duration of the contract general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's activities or because of this License.

Minimum Scope and Limits of Insurance Licensee shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation: Statutory Limits** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The licensee shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; or automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Licensee's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Licensee shall furnish the City with original Certificates of Insurance, naming the City as additional insured, and endorsements affecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

- A. Licensee shall fill out and forward to the City an accident report on any injury that takes place in and around the Center within twenty-four (24) hours.
- B. Licensee, before exercising any of the privileges and rights hereby licensed, and at its own costs and expense, shall deposit and maintain with City a minimum of Ten Thousand Dollars (\$10,000.00), in cash or bond, to guarantee full and faithful performance of all the duties, obligations, covenants and agreements contained in this License to be performed by Licensee or any employee of Licensee, including, but not limited to, payment of all fees, or any other monies required to be paid to City at the times and in the manner specified in this License. City may make withdrawals from this guarantee fund to cover the cost of failure to fully and faithfully perform as stated above, or to reimburse City

whatever fees, or any other monies required to be paid to City which are not so paid. Licensee shall deposit additional monies to replenish the guarantee fund upon being billed by City for withdrawals from the fund. Any balance remaining shall be returned to Licensee upon the termination of this License provided that Licensee or any employee of Licensee is not in default in the payment of any fees, portion of gross revenue or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein. This requirement will be terminated and the bond released to the Licensee upon completion of their capital investment of One Hundred and twenty Thousand Dollars (\$120,000.00) required in the first year of this agreement. Upon release of the bond, Licensee agrees to spend an additional \$10,000.00 towards capital improvements to the Center within 24 months of bond release. These additional improvements shall be for a scope of work agreed upon by the City and the Licensee.

- C. Licensee shall have the sole responsibility of insuring (if it so desires and at its own cost and expense) any furnishings, fixtures, equipment, merchandise and supplies which it is required to provide under the terms of this License against loss or damage from fire, theft or any other cause.

SECTION 8. TERMINATION, REMOVAL, DEFAULT, BANKRUPTCY

- A. Upon expiration of the term of this License, or upon the sooner termination of such term from whatever cause, Licensee :
 - 1. May remove any and all furnishings, equipment, merchandise and supplies installed or purchased by Licensee; provided, however, that:

- a) Any item of personal property described above not so removed shall be deemed abandoned by Licensee to City and absolute title thereto shall vest in City immediately;
 - b) Licensee is not then in default in the payment of any fees, portion of gross revenue or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein;
 - c) Licensee shall leave the Pro Shop, food services building and Center appurtenances in good order, condition and state of repair, reasonable wear and tear and damage by the elements excepted, together with any alterations, changes, additions or improvements thereto; and
 - d) Licensee shall be responsible for any damage to the Pro Shop, food services building and Center occasioned by the removal of any furnishings, or equipment; and for such damage, if any, City shall have lien on said items of personal property until such damages be paid.
2. Shall peaceably and quietly leave, surrender and yield up to City the Pro Shop, food services building and Center.
- B. City reserves the right to terminate this License:
1. If at any time Licensee is in default in the payment of any fees, or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon thirty (30) days written notice to Licensee

and Licensee fails to correct such default within said thirty (30) day period; provided, however, that:

- a) Licensee shall not be entitled to and expressly waives any other form of demand or notice (written or oral);
- b) City shall have the full right, at its election, to enter the Pro Shop, food services buildings and Center and take immediate and sole possession thereof;
- c) City shall have the right to bring suit for and collect all fees and any other monies required to be paid to City and which shall have accrued up to the time of entry described above;
- d) Upon such termination, this License and all rights and privileges herein licensed shall become void to all intents and purposes whatsoever; or

2. If Licensee fails to keep in full force and effect at any time the policies of insurance or faithful performance deposit required above upon five (5) days written notice to Licensee and Licensee fails to correct such default within said five (5) day period.

C. This License and all rights and privileges herein licensed shall immediately (and without any demand or notice written or oral) cease, determine, come to an end, and become void, and the City immediately may enter the Pro Shop, food services buildings and Center and take immediate and sole possession thereof, without prejudice to the right of City to recover from Licensee all unpaid fees or any other monies required to be paid to City and which shall have accrued up to the time of the entry described above, if:

1. Licensee at any time during the term of this License become insolvent, or if proceedings in bankruptcy shall be instituted

by or against Licensee , or if Licensee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Licensee shall be appointed in any suit or proceeding brought by or against Licensee, or if Licensee shall make an assignment for the benefit of creditors, or if any action is taken against or suffered by Licensee under any insolvency or bankruptcy act.

- D. In the event of termination of the License, because of the default of Licensee upon any of the grounds set forth above or in the event of the automatic termination of this License, City reserves the right to remove any personal property belonging to Licensee from the Pro Shop, food services building or Center and to store such personal property at the sole cost and expense of Licensee, and City shall have a lien on such personal property for and until all and any storage charges are paid.

SECTION 9. NOTICES.

Any action, notice or request required to be taken, given or made by City hereunder may be taken, given or made by the City Manager of City or such other person or persons as he may authorize for the purpose. All notices, requests or other papers required to be given or delivered to Licensee shall be deemed to be duly and properly given or made if mailed to Licensee, postage prepaid, addressed to:

Dana Gill
Executive Director
Lifetime Tennis, Inc.
1901 South Bascom Ave
Suite 1225

Campbell, CA 95008

Or personally delivered to Licensee at such address, or at such other address as Licensee may designate in writing to City.

All notices, requests or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City postage prepaid, addressed to:

Director of Public Works
City of Sunnyvale
P. O. Box 3707
Sunnyvale CA 94088-3707

Or personally delivered to the Director of Public Works at the Sunnyvale City Hall, 456 W. Olive Avenue, Suite 115, Sunnyvale, California, 94086, or at such other address as City may designate in writing to Licensee.

SECTION 10. NATURE OF LICENSE, MODIFICATIONS.

- A. This License does not constitute a contract of employment and the relation of master and servant, employer and employee, does not and shall not exist between City and Licensee or any of its employees. Licensee is and at all times shall be deemed to be an independent contractor.
- B. This License does not constitute a deed or grant of any easement by the City of Sunnyvale and does not constitute a lease.
- C. No assurances or inducements of any kind, not specifically set forth in the License, have been made to Licensee by anyone authorized by City to cause Licensee to execute these presents.
- D. Failure of City to insist upon a strict performance of any of the duties, obligations, conditions, covenants or agreements contained in this License shall not be deemed a waiver of any subsequent

breach or default in the duties, obligations, conditions, covenants or agreements herein contained.

- E. Rights of City or Licensee hereunder shall be cumulative and not alternative and shall be in addition to any and all rights which City shall have as a matter of law.
- F. No agent, officer or employee of City has any authority to vary or extend the term of this License or any duty, obligation, covenant or agreement contained herein, or to make any statements or representations concerning this License, or the rights and privileges set forth herein, except such as are set forth in any written addendum to this License which has been approved by the Council.
- G. This License shall not become effective until receipt by the City of Sunnyvale of a copy of this License with properly signed endorsement accepting the License subject to the conditions, duties, obligations, covenants or agreements contained herein.
- H. The City of Sunnyvale does not warrant or represent that the Center, Pro Shop or other public places to which this License relates are safe, healthful or suitable for the purpose for which they are permitted to be used under this License.
- I. Licensee warrants that the undersigned is authorized by the corporation to execute this Agreement and bind the corporation.

Licensee accepts the License set forth above and covenants and agrees (1) to be bound by and to comply with and perform each duty, obligation, covenant or agreement contained in the License in the manner and at the times set forth therein; and (2) to pay all fees at the times set forth herein, respectively, this _____ day of March, 2012.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

By _____
City Manager

APPROVED AS TO FORM:

LICENSEE
Lifetime Tennis, Inc.

City Attorney

By _____
Dana Gill, Executive Director

City of Sunnyvale Tennis Courts

PARK	ADDRESS	# OF COURTS	# OF LIT COURTS
BRALY PARK	704 Daffodil Court	2	2
COLUMBIA PARK	734 Morse Avenue	2	2
ENCINAL PARK	445 N. Macara Avenue	2	2
FREMONT HIGH SCHOOL	1279 Sunnyvale Saratoga Rd.	7	7
LAKEWOOD PARK	834 Lakechime Drive	2	2
ORCHARD GARDENS PARK	238 Garner Drive	2	0
ORTEGA PARK	636 Harrow Way	2	2
PONDEROSA PARK	811 Henderson Avenue	2	2
SERRA PARK	730 The Dalles Avenue	4	4
SUNNYVALE MIDDLE SCHOOL	1080 Mango Avenue	6	6
SV TENNIS CENTER	755 S Mathilda Avenue	16	16
WASHINGTON PARK	840 West Washington Avenue	2	2
TOTAL		49	47



EXCERPT FROM DRAFT MINUTES

**SUNNYVALE PARKS AND RECREATION COMMISSION
SPECIAL MEETING
MARCH 7, 2012**

The Sunnyvale Parks and Recreation Commission met in special session in City Hall Council Chambers at 456 W. Olive Avenue, Sunnyvale, CA 94086 at 7 p.m. with Chair Pochowski presiding.

CALL TO ORDER

Chair Pochowski called the meeting to order at 7 p.m.

SALUTE TO THE FLAG

ROLL CALL

Commissioners Present:

Chair Robert Pochowski
Vice Chair Robert Kinder
Commissioner Howard Chuck
Commissioner Robert Harms
Commissioner Craig Pasqua (arrived 7:02 p.m.)

Commissioners Absent:

None

Council Liaison:

Councilmember Jim Davis (present)

Staff Present:

Superintendent of Community Services Nancy Bolgard Steward
Superintendent of Parks Scott Morton
Golf and Tennis Manager Mark Petersen
Neighborhood Preservation Manager Christy Gunvalsen
Administrative Aide Karen Smith

PUBLIC HEARINGS/GENERAL BUSINESS

3. Draft Report – Approval of License Agreement Between Lifetime Tennis and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center

Superintendent Morton presented the staff report.

He introduced Golf and Tennis Manager Mark Petersen; Lifetime Tennis Executive Director Dana Gill; and Lifetime Tennis Representative Mike Scadden. He said all were available to answer questions.

Commissioners asked questions about the initial Request for Proposals (RFP), the number of applicants that submitted proposals, and why Lifetime Tennis was selected. Questions were also asked about positive revenue generation, financial plan, capital improvements, and programs and services being available to all members of the community.

Commissioner Pasqua expressed concern about the length of the 15 year lease.

The Public Hearing was opened.

Mr. Ralph Kenton, Vice President, Sunnyvale Tennis Club, said the club endorses Lifetime Tennis. He said they have been working with Lifetime Tennis and spoke in favor of approving the license agreement. The Tennis Club Board of Directors will be actively working with Lifetime Tennis to bring in revenue. He read a letter prepared by Geoff Ainscow, President, Sunnyvale Tennis Club, expressing his support of Lifetime Tennis. Mr. Kenton also expressed his request to include the Tennis Center in the list of non-smoking sites.

The Public Hearing was closed.

MOTION: Commissioner Harms moved and Commissioner Kinder seconded to recommend that Council accept staff's recommendation, Alternative 1.
1. Approve the proposed License Agreement between Lifetime Tennis, Inc. and the City of Sunnyvale for the Operation and Management of the Sunnyvale Tennis Center.

Commissioner Chuck spoke in favor of approving the license agreement and said it is important that the users of the Tennis Center approve of Lifetime Tennis.

Commissioner Kinder spoke in favor of the proposed license agreement and said that staff did a great job in choosing Lifetime Tennis.

Commissioner Harms read the report and, based on facts and figures, believes that the revenue generation will be positive. He hopes more members of the community will be encouraged to play tennis.

Commissioner Pasqua was concerned with the overall revenue over time; however, he will be supporting the motion.

Chair Pochowski spoke in favor of the license agreement because the Sunnyvale Tennis Club speaks highly of Lifetime Tennis. He commended staff for vetting and researching Lifetime Tennis and feels that the license agreement with Lifetime Tennis will be a good deal for the City.

VOTE: 5-0 motion passed.

GENERAL INFORMATION

Sunnyvale Tennis Center

755 South Mathilda Ave.

Reservations: (408) 735-7285 or at www.lifetimetennis.com

The tennis courts at the Sunnyvale Tennis Center are available on a pay-as-you-play basis. The fee is based on a higher level of service, which includes the ability to reserve court use, provision of a multi-use facility and higher level of maintenance. Other public tennis courts located at community parks and schools in Sunnyvale are available free of charge.

Office & Court Hours

M-F 8:00am-10:00pm

Sa & Su 8:00am-8:00pm

Rain Procedure

On rainy days, staff may close the courts until they are playable. Call (408) 735-7285 to see if courts are dry. Credit will be issued for paid, unused time if it rains during play. Make ups will be scheduled for lesson and league rainouts.

Court Fees per hour

Weekdays 8:00am-4:00pm \$8R/\$10N

Weekdays after 4:00pm and Weekends/Holidays \$10R/\$12N (1.5hrs \$15R/\$18N)

Program Registration

-Online at www.lifetimetennis.com

-Mail in to Lifetime Tennis or in person @ 755 South Mathilda Ave, Sunnyvale, CA 94087

STC = Sunnyvale Tennis Center

R = Resident

N = Non-Resident

Reservations

1. Residents may reserve courts 8 days in advance. Non-residents may reserve courts seven days in advance.
2. Minimum of 30 minutes, maximum of 1 ½ hours rental for open play.
3. Court reservations are forfeited after 15 minutes. Ball Machine reservations are forfeited after 10 minutes.
4. Fees will not be prorated for late arrivals.
5. Credit will be issued for unused rain-out time.
6. Reserve a court online at www.lifetimetennis.com

Ball Machine Rental

Ball machine rental is available. No one under the age of 15 years old may use the ball machine unless accompanied by an adult.

45 minute session \$10.00R/\$13.00N

Three Month Ball Machine Pass

Passes allow players to use the ball machine one time per day for 45 min for the duration of the pass. \$129.00R/\$142.00N

Court and Ball Machine Cancellation Policy

Reservations must be canceled 4 hours in advance or full payment will be assessed. No-shows or late cancellation fees not paid will be required to be paid before claiming next reservation.

Tennis Program Notes

1. Pre-registration is required for all tennis programs.
2. No registrations for classes accepted by phone.
3. Leagues and lessons may be combined or cancelled based on registrations. Participants may be reassigned according to age, ability, and class size.
4. Class refunds are only given if requested no later than 10 working days prior to the first class meeting. Refund requests received after this time, but at least 5 working days prior to the start of a class or program will be assessed a \$5 administrative fee, per class or program. No refunds or credits will be issued for requests received less than 5 working days prior to the start of the class or program.
5. Full refunds will be granted for classes or programs cancelled by Lifetime Tennis.
6. No refunds given for non attendance.
7. Make ups for rain outs will be posted on line and/or in guide. Refunds not granted for non attendance.

Court Rules

1. Please do not bring the following on court: food, drinks, skateboards, bikes, in-line skates, scooters, pets, or small children who are not playing tennis. Drinking water is okay on court.
2. Shirts and non-marking shoes required.
3. No personal ball machines.
4. Lifetime Tennis sponsored lessons only.

Summer 2012

Tennis Descriptions

YOUTH TENNIS (4-15 years old) - Community Tennis Programs

LITTLE TENNIS & SPORTS DEVELOPMENT PROGRAM

This specialized program is designed to stimulate, challenge and appeal to children 4 to 6 years old. A team of highly trained and motivated "team leaders" will help provide a wonderful environment of intellectual and physical intrigue. Students and parents alike will be impressed by the dynamic range of learning aides and carefully designed development plans used throughout this program. Equipment can be purchased in the Sunnyvale Tennis Center Pro Shop.

LITTLE RALLYER (6-9 years old)

The Lifetime Tennis Elite Future Stars program is for promising young players that demonstrate the skills necessary to become future tournament players. This program is designed to give our future stars rigorous training in technique, footwork, and rallying skills. Registration with instructor approval only. For details please contact our Tennis Director.

BEGINNING, ADV. BEGINNING & INTERMEDIATE LEVELS

This 3 tiered introduction program is designed to develop early tennis skills that include stage 1,2 & 3 balls, ground strokes (stationary & moving), serving (1/2 & full motion), volleys, overheads, and basic vocabulary. Students are grouped by age and ability levels the 1st day of class. Class goal: to maintain "full court" rallies and serve 1 of 3 balls into correct service box while using proper technique. Graduates are encouraged to join the Bronze, Silver & Gold program.

BRONZE, SILVER & GOLD LEVELS

For students who graduated from the Beginning, Advanced or Intermediate programs can fulfill the program requirements. Students will learn topspin, under spin sidespin; add & reduce the power to shots, and develop specialty shots. Program drills enhance quickness, balance and racquet control for improved consistency and accuracy. Class goal: Develop foundation to become a well-rounded tennis player, successfully play singles & doubles matches, and to play in local tennis leagues, school teams or tournaments.

ADULT TENNIS (16 & older) - Community Tennis Programs

BEGINNING

For students with little or no previous tennis instruction. Students will be introduced to the forehand, backhand, serve, and basic vocabulary. Class goal: maintain a six-to-ten shot "short court" rally and serve an average of 1 out of 3 balls into the correct service box.

ADVANCED BEGINNING

For students completing 10 or more hours of beginning tennis. In this level, we will be adding movement to groundstroke rallying and improving serving technique. Class goal: maintain a full-court rally and serve an average of 1 out of 2 balls into the correct service box.

INTERMEDIATE/ADVANCED

For students who have completed 10-20 hours of advanced beginning tennis. Students will be introduced to volleys and overheads while improving overall confidence and consistency of the forehand, backhand and serve. Added movement becomes a key component at this level. Class goal: to be able to play an actual singles or doubles match.

DRILL CLASS

Prerequisite: Intermediate course or instructor approval. Workouts cover ground strokes, volleys, overheads, and serving drills. A great class for those wanting to move and hit lots of tennis balls.

Cardio Tennis

Looking for an exercise program that doesn't just help you get fit but one that puts a smile on your face? Cardio tennis is a fun, new way to burn calories and get in shape. This group activity features a variety of drills to get your heart healthy. Workouts will include warm-up, cardio workout, and cool down phases.

SUMMER YOUTH CAMPS Ages 4-15

**Camps are offered at Sunnyvale Tennis Center
every week of the summer (Monday-Friday).**

Little Tennis & Rallyer Camps (ages 4-6)

- Student / teacher ratio is 4:1 • 9:00-10:30am
- Fees \$151R/\$166N • Students should bring snack for break

Improvement & Matchplay Camps (ages 6-15)

- Student / teacher ratio is 8:1 • 9:00am-12:00pm or 12:30pm-3:30pm
- Fees \$195R/\$220N • Students should bring snack for break

SUNNYVALE TENNIS CENTER

LITTLE TENNIS & ATHLETIC DEVELOPMENT (AGES 4-6)

- Max Student / teacher ratio is 4:1 • Sessions are 8 weeks long • Sessions fees \$157R/\$173N • Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 hr.)	SESSION 1	SESSION 2
Little Tennis & Sports Development	4 yrs.	TUE	3:30-4:30pm	5/8-6/26	7/3-8/21
Little Tennis & Sports Development	4 yrs.	SAT	9:00-10:00am	5/12-6/30	7/7-8/25
Little Tennis & Sports Development	5 yrs.	TUE	4:30-5:30pm	5/8-6/26	7/3-8/21
Little Tennis & Sports Development	5 yrs.	THUR	3:30-4:30pm	5/10-6/28	7/5-8/23
Little Tennis & Sports Development	5 yrs.	SAT	10:00-11:00am	5/12-6/30	7/7-8/25
Little Tennis & Sports Development	6 yrs	THUR	4:30-5:30pm	5/10-6/28	7/5-8/23
Little Tennis & Sports Development	6 yrs	SAT	11:00am-12:00pm	5/12-6/30	7/7-8/25
Little Tennis & Sports Development	4-6 yrs	SUN	2:00-3:00pm	5/6-6/24	7/1-8/19
Little Tennis & Sports Development	4-6 yrs	FRI	3:30-4:30pm	5/11-6/29	7/6-8/24

LITTLE RALLYERS (AGES 5-6)

- Max Student / teacher ratio is 4:1 • Sessions are 8 weeks long
- Sessions fees \$157R/\$173N • Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 hr.)	SESSION 1	SESSION 2
Little Rallyers	5-6 yrs	THUR	4:30-5:30pm	5/10-6/28	7/5-8/23
Little Rallyers	5-6 yrs	SAT	12:00-1:00pm	5/12-6/30	7/7-8/25

YOUTH TENNIS LESSONS (AGES 7-15)

- Max Student / teacher ratio is 8:1 • Sessions are 8 weeks long
- Sessions fees \$97R/\$107N • Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 hr.)	SESSION 1	SESSION 2
Beg, Adv. Beg, Int. Levels	7-9 yrs	SUN	9:00-10:00am	5/6-6/24	7/1-8/19
Beg, Adv. Beg, Int. Levels	7-9 yrs	SAT	9:00-10:00am	5/12-6/30	7/7-8/25
Beg, Adv. Beg, Int. Levels	7-12 yrs	MON	3:30-4:30pm	5/7-6/25	7/2-8/20

Beg, Adv. Beg, Int. Levels	9-12yrs	SUN	10:00-11:00am	5/6-6/24	7/1-8/19
Beg, Adv. Beg, Int. Levels	9-12yrs	SAT	10:00-11:00am	5/12-6/30	7/7-8/25
Beg, Adv. Beg, Int. Levels	10-15 yrs	SUN	11:00am-12:00pm	5/6-6/24	7/1-8/19
Beg, Adv. Beg, Int. Levels	10-15 yrs	MON	4:30-5:30pm	5/7-6/25	7/2-8/20
Beg, Adv. Beg, Int. Levels	10-15 yrs	SAT	11:00am-12:00pm	5/12-6/30	7/7-8/25

- Max Student / teacher ratio is 4:1
- Sessions are 8 weeks long
- Sessions fees \$161R/\$177N
- Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 hr.)	SESSION 1	SESSION 2
Beg, Adv. Beg, Int. Levels	7-9 yrs	TUE	3:30-4:30pm	5/8-6/26	7/3-8/21
Beg, Adv. Beg, Int. Levels	7-9 yrs	THUR	3:30-4:30pm	5/10-6/28	7/5-8/23
Beg, Adv. Beg, Int. Levels	10-12 yrs	TUE	4:30-5:30pm	5/8-6/26	7/3-8/21
Beg, Adv. Beg, Int. Levels	10-12 yrs	THUR	4:30-5:30pm	5/10-6/28	7/5-8/23
Beg, Adv. Beg, Int. Levels	12-15 yrs	TUE	4:30-5:30pm	5/8-6/26	7/3-8/21
Beg, Adv. Beg, Int. Levels	12-15 yrs	THUR	4:30-5:30pm	5/10-6/28	7/5-8/23

- Max Student / teacher ratio is 8:1
- Sessions are 8 weeks long
- Sessions fees \$145R/\$159N
- Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 .5 hr.)	SESSION 1	SESSION 2
Beg, Adv. Beg, Int. Levels	7-12 yrs	FRI	4:00-5:30pm	5/8-6/26	7/3-8/21
Beg, Adv. Beg, Int. Levels	12-15 yrs	FRI	4:00-5:30pm	5/10-6/28	7/5-8/23

JUNIOR DEVELOPMENT TEAMS (AGES 8-17) • No lesson 7/4-a makeup will be offered

- Max Student / teacher ratio is 8:1
- Sessions are 8 weeks long.
- Sessions fees \$199R/\$219N
- Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (2 hours)	SESSION 1	SESSION 2
Bronze, Silver & Gold Levels	8-17	MON	3:45-5:45pm	5/7-6/25	7/2-8/20
Bronze, Silver & Gold Levels	8-17	WED	3:45-5:45pm	5/9-6/27	7/11-8/22
Bronze, Silver & Gold Levels	8-17	FRI	6:30-8:30pm	5/11-6/29	7/6-8/24
Bronze, Silver & Gold Levels	8-17	SAT	6:00-8:00pm	5/12-6/30	7/7-8/25
Bronze, Silver & Gold Levels	8-17	SUN	6:00-8:00pm	5/6-6/24	7/1-8/19

JUNIOR TEAMS MATCH PLAY (AGES 8-17)

*Match Play students must also register for 1 or more Junior Development Group Programs

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 1/2 hours)	SESSION 1	SESSION 2
Bronze, Silver & Gold Match Play 8:1	8-17	SUN	6:00-7:30pm	5/6-6/24	7/1-8/19

ADULT TENNIS LESSONS (16 & older) • No lesson 7/4-a makeup will be offered

- Max Student / teacher ratio is 8:1 • Sessions are 8 weeks long.
- Sessions fees \$199R/\$219N • Location STC

Classes meet ONCE a week for 8 weeks	AGES	DAY	TIME (1 Hour)	SESSION 1	SESSION 2
Beginning Adult	16+	SUN	8:30-9:30am	5/6-6/24	7/1-8/19
Beginning Adult	16+	MON	6:00-7:00pm	5/7-6/25	7/2-8/20
Beginning Adult	16+	TUE	8:00-9:00am	5/8-6/26	7/3-8/21
Beginning Adult	16+	WED	8:00-9:00pm	5/9-6/27	7/11-8/22
Beginning Adult	16+	SAT	8:00 - 9:00am	5/12-6/30	7/7-8/25
Advanced Beginning Adult	16+	SUN	9:30-10:30am	5/6-6/24	7/1-8/19
Advanced Beginning Adult	16+	MON	7:00-8:00pm	5/7-6/25	7/2-8/20
Advanced Beginning Adult	16+	TUE	8:00-9:00am	5/8-6/26	7/3-8/21
Advanced Beginning Adult	16+	WED	6:00-7:00pm	5/9-6/27	7/11-8/22
Advanced Beginning Adult	16+	THUR	8:00-9:00am	5/10-6/28	7/5-8/23
Advanced Beginning Adult	16+	SAT	9:00-10:00am	5/12-6/30	7/7-8/25
Intermediate / Advanced Adult	16+	SUN	10:30-11:30am	5/6-6/24	7/1-8/19
Intermediate / Advanced Adult	16+	MON	8:00-9:00pm	5/7-6/25	7/2-8/20
Intermediate / Advanced Adult	16+	WED	7:00-8:00pm	5/9-6/27	7/11-8/22
Intermediate / Advanced Adult	16+	THUR	8:00-9:00am	5/10-6/28	7/5-8/23
Intermediate / Advanced Adult	16+	SAT	10:00-11:00am	5/12-6/30	7/7-8/25
Drill Class	16+	SUN	9:30-10:30am	5/6-6/24	7/1-8/19
Drill Class	16+	THUR	8:00-9:00pm	5/10-6/28	7/5-8/23
Cardio	16+	SAT	8:00 - 9:00am	5/12-6/30	7/7-8/25

PONDEROSA PARK

YOUTH TENNIS LESSONS (AGES 9-16)

- Max Student / teacher ratio is 8:1 • Sessions are 4 weeks long
- Sessions fees \$86R/\$95N • Location Ponderosa Park
- Session Dates I 5/6-6/2, II 6/3-6/30, III 7/1-7/28, IV 7/29-8/25
- No lesson 7/4-a makeup will be offered

Classes meet TWICE a week for 4 weeks	DAY	TIME (1 Hours)	Sessions offered
Beginners (ages 9-16)	MON & WED	3:30-4:30pm	Session I only
Advanced Beginners (9-16)	MON & WED	4:30-5:30pm	Session I only
Beginners (ages 9-16)	MON & WED	9:00-10:00am	Session II, III & IV
Advanced Beginners (9-16)	MON & WED	10:00-11:00am	Session II, III & IV
Beginners (ages 9-16)	MON & WED	11:00am-12:00pm	Session II, III & IV

SERRA PARK

YOUTH TENNIS LESSONS (AGES 7-16)

- Max Student / teacher ratio is 8:1 • Sessions are 4 or 8 weeks long
- Sessions fees \$86R/\$95N • Location Serra Park
- Session Dates I 5/6-6/2, II 6/3-6/30, III 7/1-7/28, IV 7/29-8/25
- No lesson 7/4-a makeup will be offered

Classes meet TWICE a week for 4 weeks	DAY	TIME (1 Hours)	Sessions offered
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Advanced Beginning (Ages 7-9)	MON & WED	3:30-4:30pm	Sessions I, II, III, IV
Beginning (Ages 7-9)	MON & WED	4:30-5:30pm	Sessions I, II, III, IV
Advanced Beginning (Ages 10-12)	TUE & THU	3:30-4:30pm	Sessions I, II, III, IV
Beginning (Ages 10-12)	TUE & THU	4:30-5:30pm	Sessions I, II, III, IV

Session Dates I 5/6-6/30, II 7/1-8/25

Classes meet ONCE a week for 8 weeks AGES 7-9	DAY	TIME (1 Hours)	Sessions offered
Beginners (Ages 7-8)	SAT	9:00-10:00am	Sessions I & II
Beginners (Ages 9-16)	SAT	10:00-11:00am	Sessions I & II
Advanced Beginners (Ages 9-16)	SAT	11:00am-12:00pm	Sessions I & II
Intermediate (Ages 9-16)	SAT	12:00pm-1:00pm	Sessions I & II

YOUTH TENNIS LESSONS (AGES 5-6)

- Max Student / teacher ratio is 4:1
- Sessions are 8 weeks long
- Sessions fees \$80R/\$88N
- Location Serra Park

Session Dates I 5/6-6/30, II 7/1-8/25

Classes meet ONCE a week for 8 weeks Ages 5-6	DAY	TIME (1/2 Hours)	Sessions offered
Little Tennis (ages 5-6)	SAT	8:30-9:00am	Sessions I & II