

Council Meeting of
May 22, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

SUBJECT: Community Services - Amend Resolution 2003-46 setting forth certain charges for rental of the Victor E. Benstead Plunge and approve new Short and Long-Term Rental agreements.

RECOMMENDATION

The Acting Community Services Director recommends that City Council amend Resolution 2003-46 deleting the section on rental charges for the Victor E. Benstead Plunge; approve a new Resolution establishing new Rental Charges; and approve new Short and Long-term Rental Agreements.

Funding

Not Applicable

BACKGROUND

In 1978, a Resolution was adopted that established the rental charge for the Victor E. Benstead Plunge at \$20.00 per hour for private groups and \$10.00 per hour for non-profit groups (Attachment B). This charge did not include the cost of staff or qualified lifeguards. These fees were tied to a Producer Price Index (PPI) Adjustment on an annual basis.

In 2003, a new Resolution was adopted that repealed the previous Resolution and established new rental charges ranging between \$65-\$80 per hour (Attachment C). However, these charges were only applied to private/commercial pool rentals. Charges for non-profit groups were not addressed in this Resolution and staff continued to charge these groups \$13.75 per hour, not including the cost of lifeguards.

Staff submitted a Notice of Public Hearing that was posted in the Daily Breeze on May 12 & 16, 2007.

HEARING

13B

ANALYSIS

The current rental charges have been applied as follows:

Group Type	Hourly Fee	Lifeguard Fees
T.U.S.D	No charge	No charge
Non-Profit	\$13.75 per hr.	\$10.00 per hr.
Profit	\$27.50 per hr.	Included
Private/Commercial	\$80.00 per hr.	Included

In order to better understand the current market value for pool rental, staff conducted a survey of surrounding municipalities that operate pools of similar size and similar amenities as the Benstead Plunge. The survey indicates that current rental charges are far below what could be considered market value when compared to the average rental charged by other cities. The market analysis that follows identifies the rates that surveyed cities are charging for non-profit and private/commercial rental of their respective pool facilities. These charges do not include staffing or lifeguard charges. Common user groups at these facilities include swim clubs and other organizations similar to those who utilize the Benstead Plunge.

Agency	Non-Profit	Rank	Agency	Private/Commercial
Culver City	\$ 50.00 per hr.	1	Carson	\$ 70.00 per hr.
Long Beach	\$ 57.00 per hr.	2	Culver City	\$ 80.00 per hr.
Huntington	\$ 65.00 per hr.	3	Manhattan Bch**	\$ 97.00 per hr.
Carson	\$ 70.00 per hr.	4	El Segundo	\$100.00 per hr.
Torrance *	\$ 75.00 per hr.	5	Torrance *	\$100.00 per hr.
El Segundo	\$ 85.00 per hr.	6	Malibu	\$106.00 per hr.
Santa Monica**	\$ 88.00 per hr.	7	Long Beach	\$147.00 per hr.
Manhattan Bch**	\$ 97.00 per hr.	8	Huntington	\$150.00 per hr.
Malibu	\$106.00 per hr.	9	Santa Monica**	\$192.00 per hr.
Average	\$ 77.00 per hr.			\$118.00 per hr.

*Charges per recommended Resolution

**Charges used for these cities are averages

It is important to note that due to recent improvements made to the Benstead Plunge that were funded by Los Angeles County Proposition A Funds, the City is prohibited from implementing a rental charge that differentiates between Resident and Non-Resident user groups. Therefore, staff included in their recommendation a tiered structure to accommodate the following groups: Non-profit, Private, and Commercial (Attachment D).

Staff recommends a rental charge of \$75.00 per hour for non-profit groups and \$100.00 per hour for private/commercial groups. Staff feel that while this increase is dramatic, it is largely driven by increases to the cost of utilities, chemicals, and maintenance associated with the operations of the Plunge. As a point of reference, staff have provided a report that was shared with the City Council on September 26, 2006, that estimated annual pool operation costs at \$631,699. Revenue from various pool programs for that same period was approximately \$201,600. The proposed increase in charges will generate additional revenue to assist in offsetting operating costs for the Plunge (Attachment E).

Based on the market analysis performed by staff, the proposed rental charges are slightly below the average hourly rental rate charged by other municipalities. In addition to recommending the increase in facility rental charges, staff recommends an increase to the charges for staff and qualified lifeguards. The current charge of \$10.00 per hour no longer covers actual lifeguard costs. The proposed increase in charges for lifeguards to a range of \$13.00-\$15.00 reflects the actual compensation rate for that position, and provides a range for future increases. This is reflected in the proposed resolution.

Staff also recommends a new Rental Agreement policy that will differentiate between short and long-term rental groups. These classifications are based on the use patterns of groups that have most recently rented the Plunge. The Short-term Rental Agreement is designed to accommodate organizations that use the Plunge less than three (3) days per fiscal year (Attachment F). The Long-Term Rental Agreement is designed to accommodate organizations that use the Plunge three (3) or more days per fiscal year (Attachment G).

All long-term rental groups operating on a non-profit basis will be required to do the following:

- Complete a long-term rental agreement for the Victor E. Benstead Plunge.
- Show proof of their 501 (c) (3) non-profit status.
- Obtain a no fee City of Torrance business license.
- Provide liability insurance in the amount of \$1M naming the City of Torrance as additionally insured.

All long-term rental groups operating on a for profit basis will be required to do the following:

- Complete a long-term rental agreement for the Victor E. Benstead Plunge.
- Obtain a City of Torrance business license.

- Provide liability insurance in the amount of \$1M naming the City of Torrance as additionally insured.

Finally all long-term rental groups working with minors will be required to show proof that their employees and volunteers have submitted to fingerprinting and background checks with the California Department of Justice.

With City Council approval and pending compliance with all conditions of the new Rental Agreement Policy,

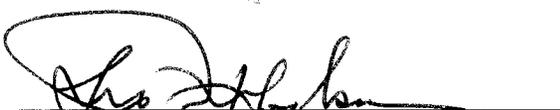
- Rental preference can be given to rental groups who have historically rented the Plunge; or
- Your Honorable Body can provide staff direction as to how they would like staff to proceed in the rental of the Plunge.

Respectfully submitted,

By 
 Kenny Kelso
 Senior Recreation Supervisor

CONCUR:


 John Jones
 Acting Community Services Director


 LeRoy J. Jackson
 City Manager

- Attachments:
- A) Proposed Resolution.
 - B) Resolution Amendment dated June 27, 1978.
 - C) Resolution 2003-46.
 - D) Proposed charges for Plunge Rental.
 - E) Item 12C - Council Meeting dated 9-26-2006.
 - F) Short Term Rental Agreement.
 - G) Long Term Rental Agreement.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TORRANCE FOR THE COMMUNITY SERVICES DEPARTMENT, PARKS
AND RECREATION DIVISION ESTABLISHING CHARGES
FOR RENTAL OF THE VICTOR E. BENSTEAD PLUNGE**

NOW, THEREFORE, The City Council of the City of Torrance does resolve as follows:

SECTION 1

That portion of Resolution No. 2003-46 regarding reservations of the Benstead Plunge is repealed in its entirety.

SECTION 2

The following charges shall be assessed at the Benstead Plunge effective July 1, 2007:

Non-Profit Rental Charge <i>(2 hour minimum rental)</i>	\$75.00 per hour
Private/Commercial Rental Charge <i>(2 hour minimum rental)</i>	\$100.00 per hour
Pool Filming Rental Charge <i>(4 hour minimum rental)</i>	\$350.00 per hour

Lifeguard Charges for all Rentals are as follows:

(Lifeguard Charges are assessed per hour by group size and are in addition to the hourly Pool Rental Charges listed above)

(Lifeguard charges are based on the direct cost of staffing the plunge and vary depending upon the seniority of the lifeguard)

<u>Group Size</u>	<u>Charge</u>
0-49	\$13.00 - \$15.00 per hour
50-99	\$26.00 - \$30.00 per hour
100-149	\$39.00-\$45.00 per hour

SECTION 3

The following definitions shall apply to the charges at the Benstead Plunge:

- a) Non-Profit means an organization with 501(c)(3) Federal Tax Exempt status or California Tax Exempt status.
- b) Private means an individual or group reserving space for personal use, rather than 'for-profit' programming.
- c) Commercial means an individual or group reserving space for 'for-profit' programming. Commercial Groups must obtain a City of Torrance business license.

SECTION 4

The following policy shall apply to the charges at the Benstead Plunge:

- 1. Non-Profit Groups must submit proof of their 501(c)(3) Federal Tax Exempt status or California Tax Exempt Status to the Senior Recreation Supervisor or his designee prior to receiving the non-profit rate.

INTRODUCED AND APPROVED this ____ day of _____, 2007.
Adopted and passed this _____ day of _____, 2007.

Mayor Frank Scotto

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

John L. Fellows III
City Attorney

By: _____
Ronald T. Pohl
Assistant City Attorney

June 21, 1978

ATTACHMENT B

FOR COUNCIL MEETING

June 27, 1978

HONORABLE MAYOR AND
MEMBERS OF CITY COUNCIL
City Hall
Torrance, Ca 90503

- Subject: RECOMMENDED REVISIONS OF THE RESOLUTION
GOVERNING THE VICTOR E. BENSTEAD PLUNGE

Members of the Council:

ABSTRACT

The resolution pertaining to the Victor E. Benstead Plunge has not been revised since 1974. Admission fees have not been raised since that time.

Staff recommends that the resolution be revised to reflect an increase in fees and changes in several sections of the plunge resolution where policies and practices are in need of updating.

BACKGROUND

The fees at Victor E. Benstead Plunge have not been increased since 1974. In checking with various municipal agencies, staff found that some agencies have proposed rate increases at their swimming facilities due to rising operational expenses and costly pool maintenance. Similar rising costs at Benstead necessitates an increase in our admissions and lessons fees.

According to the state norm for municipal pools, the revenue obtained from Victor E. Benstead Plunge should equal 50% to 60% of the overall operating cost for this facility. The present fees for admissions and lessons at Benstead only bring in 33% of the facility's operating cost. The proposed increase in pool fees and lessons would raise this figure to 46% to better help defray operational costs.

In the past, we have made special provisions and conditions for the usage of Victor E. Benstead Plunge. Changes in the resolution need to be made in regard to private groups, operating hours, pool reservations. The new resolution will reflect updating in these sections governing the usage of the pool.

ANALYSIS

In light of rising operational costs in such areas as staff costs repair, and replacement of equipment, it is necessary to increase admission fees at Victor E. Benstead Plunge. Revenues need to be increased from 33% to the state norm of 50-60% for plunge operating costs. The revised resolution will help accomplish the necessary increase and update pool policies in regard to private groups, operating hours and pool reservations. Therefore, staff is recommending the following revisions:

- Section 1 (c) ..deleting section on non-profit agency
- Section 3 (a) ..raising admission fees from 60¢ to 75¢ for adults and from 40¢ to 50¢ for youth up to 17.
- ..deleting the youth age category of children up to age 12.

Plunge Resolution

-2-

June 21, 1978

- (b) ..deleting section on adult, youth, and children's lessons.
- (d) ..deleting section on private groups and in its place insert formula for annually reviewing and raising the fees at the pool.
- (e) ..deleting section on pool rental
- (f) ..changing section on non-profit agencies and adding a lifeguard fee.
- Section 4. ..changing the section regarding pool usage by the Torrance Unified School District.
- Section 5. ..delete the entire section since all programs are Department sponsored.
- Section 6. ..adding effective date(s) of fees.
- (a) ..deleting section on pool operating hours
- (b) ..deleting section on private group hours which are stated under Section 3 (c).
- Section 7. ..deleting entire section on pool reservations.
- Section 8. (a) and (d) ..deleting the entire section so that if the City changed its method of collecting funds this Resolution would not have to be revised.

RECOMMENDATION

Staff recommends that your Honorable Body adopt the attached Resolution prescribing rules and regulations for the use of the Victor E. Benstead Plunge of the City of Torrance. Staff recommends establishing a schedule of fees to be charged for such use and repealing Resolution No. 77-106 which refers to the same subject matter.

Respectfully,

DICK MILKOVICH
DIRECTOR OF PARK AND RECREATION

Harry Sutter

Harry Sutter
Recreation Programs Administrator
Sports & Aquatics

/r
attchs.
cc: E. J. Ferraro

CONCUR: *Dick Milkovich*
Dick Milkovich
Director of Park and Recreation

CONCUR: _____
Edward J. Ferraro
City Manager

ORIGINAL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE PRESCRIBING RULES AND REGULATIONS FOR THE USE OF THE SWIMMING POOL OF THE CITY OF TORRANCE AND ESTABLISHING A SCHEDULE OF FEES TO BE CHARGED FOR SUCH USE AND REPEALING RESOLUTION NO. 77-106 WHICH REFERS TO THE SAME SUBJECT MATTER AND PROVIDING FOR AN ANNUAL ADJUSTMENT OF FEES

The City Council of the City of Torrance does resolve as follows:

SECTION 1. Definitions

- (a) "Swimming Pool" means the Victor E. Benstead Plunge of the City of Torrance and any part or facility thereof.
- (b) "Director" means the Director of Park and Recreation of the City of Torrance.

SECTION 2. Management

Subject to the supervision and control of the City Manager of the City of Torrance, the Director is hereby authorized and directed to supervise and manage the swimming pool in accordance with the provisions of this Resolution. The Director may authorize and direct an assistant to do and perform all or any part of his duties with respect to the swimming pool, in which event, however, the Director shall remain responsible for the proper and efficient supervision and management of the swimming pool and the administration of this Resolution.

SECTION 3. Schedule of Fees

(a) Individual Admissions

Adults	- 18 years and older75
Youth	- up to 17 (inclusive)50

(b) Swimming Lessons

Lessons shall be offered by the City of Torrance based on one and a half times the rate of admission for the age group times the number of class meetings, e.g., 1-1/2 x 50¢ = 75¢ x 10 = \$7.50.

Special classes may be offered that would vary in cost with those listed in section (b) due to the nature of the class and length of the session.

(c) Private Groups

Private groups may use the pool during hours the pool is closed to the public and when the use does not interfere with the maintenance at the following rate and conditions:

Twenty Dollars (\$20.00) per hour plus the cost of qualified lifeguards. The number of lifeguards to be determined by the Department (minimum 2). The cost of the lifeguards will be their hourly rate plus 15% per lifeguard. Said cost for qualified lifeguards may be waived if the group has qualified

(c) Special Classes

Special classes may be offered that would vary in cost with those listed in Section (b) due to the nature of the class and length of the session.

→ (d) Private Groups - Saturday evening, Sunday morning, and Sunday evening (3 hour session)

One evening.....up to 100.....	\$ 55.00
One evening.....up to 150.....	70.00
One evening.....151 to 200.....	85.00
One evening.....201 to 300.....	100.00
One evening.....301 and over.....	150.00

→ (e) The swimming pool will also be rented at the following hourly rate:

Up to 100 persons.....	\$20.00 per hour
101 to 150.....	30.00 per hour
151 to 200.....	35.00 per hour
201 to 300.....	40.00 per hour
301 and over.....	60.00 per hour

(When the time of rental falls directly before or directly after the pool has been opened or closed to the public this does not interfere with pool maintenance or other pool activities.)

→ (f) Use by Non-Profit Agencies

Non-Profit Agencies may use the pool during hours the pool is closed to the public and when the use does not interfere with the maintenance at the following rate and conditions:

Ten Dollars (\$10.00) per hour plus the cost of qualified lifeguards. The number of lifeguards to be determined by the Department (minimum 2). Said cost for qualified lifeguards may be waived if the group has qualified personnel who meet the City's requirements for lifeguard. The non-profit agency must also show proof of liability insurance which coincides with the existing City insurance amounts and requirements at the time of application.

→ SECTION 4. Use by Torrance Unified School District

The Director shall establish a fee, as determined by the Director with the approval of the City Manager, for the use by the School District of the swimming pool for its regular swim instruction program. This fee shall include the following: utilities, clean-up and maintenance, services of two employees on duty, and general maintenance costs established on an average basis per day.

RESOLUTION NO. 2003-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH CERTAIN FEES INDEXED TO THE CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS & CLERICAL WORKERS (CPI-W) MAY TO MAY FOR USE PERMITS, INSPECTIONS AND PROGRAMS FOR THE BUILDING & SAFETY DEPARTMENT, CITY CLERK'S OFFICE, CULTURAL ARTS CENTER DIVISION, ENGINEERING DEPARTMENT, FINANCE DEPARTMENT, FIRE DEPARTMENT, GENERAL SERVICES DEPARTMENT, LIBRARY DEPARTMENT, PLANNING DEPARTMENT, POLICE DEPARTMENT, STREET DEPARTMENT, AND THE WATER DIVISION OF THE ENGINEERING DEPARTMENT

WHEREAS, periodically the City performs a study of the cost of providing services and programs and issuing permits; and

WHEREAS, the amount of fees charged for such services, programs, and permits should recoup a substantial portion of those costs from the person making use of the services, programs and permits; and

WHEREAS, annually, as part of the budget process, the City Council adopts new or amended fees for that purpose;

NOW, THEREFORE, the City Council of the City of Torrance does hereby resolve as follows:

SECTION 1

The following fees shall apply for those services provided by the Building and Safety Department:

<u>Fee Description</u>	<u>Department Proposed Fees</u>
Permit Issuing Fee	24.00
Grading Permits & Plan Check: (in cubic yards)	
Grading Plan Check:	
1 to 100	194.00
101 to 1,000	292.00
1,001 to 10,000	390.00
10,001 to 100,000 first 10,000	390.00
each additional 10,000 (n)	multiply (n) x 173.33
100,001 to 200,000 first 10,000	1,950.00
each additional 10,000 (n)	multiply (n) x 108.11
200,001 to 999,999,999 - first 200,000	3,020.00
each additional 10,000 (n)	multiply (n) x 60.00
Grading Permit Fees:	
1 to 100	235.00
101 to 1,000	298.00
1,001 to 10,000	1,449.00
10,001 to 100,000 first 10,000	2,626.00
each additional 10,000 (n)	multiply (n) x 463.11
100,001 to 999,999,999 - first 100,000	6,794.00
each additional 10,000 (n)	multiply (n) x 255.43
Paving Plan Check:	
1,001 to 10,000	194.00
10,001 to 20,000	292.00
20,001 to 100,000 - first 20,000	292.00
each additional 10,000 (n)	multiply (n) x 109.62

SECTION 10

The following fees shall apply for those services provided by the Police Department:

Fee Description	Department Proposed Fees
Copies of Reports	15
Reproduction of Photos - Proof Sheet	16
Reproduction of Photos - 8 X 10	16
Reproduction of Photos - 5 X 7	16
Reproduction of Photos - 4 X 5	16
Fingerprint ID Fees - 1st Two Cards	16
Fingerprint ID Fees - Each Additional Card	16
Clearance Letter/Local Criminal Records Checks	25
Booking Fee	288
Daily Jail Rental	165
Alarm Permit Renewal Fee	35
Movie Shoot Overtime	85/per hour

SECTION 11

The following fees shall apply for those services provided by the Water Department:

Fee Description	Department Proposed Fees
Service Start Fee	30
Reconnection of Service Because of Nonpayment	30
Installation Charge for New Service Connection	
Meter Size	
5/8" or 3/4"	1,900
1"	1,900
1 1/2"	2,000
Potholing Charge	500
Meter Accuracy Test	100

Section 12

The following fees shall apply for those services provided by the Parks and Recreation Department:

Management of Fees for Parks and Recreation Classes, Events and Activities

Subject to the supervision and control of the City Manager of the City of Torrance, the Parks and Recreation Director is hereby authorized to establish fees for all classes, events, and activities sponsored by the Parks and Recreation Department.

Definitions Related to Fees for Parks and Recreation Classes, Events and Activities

- a) "Department's Cost" means the sum of all Parks and Recreation Department costs related to providing the class, event or activity, including program staff, materials, supplies and services, and the appropriate portion of the Department's supervision and administrative costs.
- b) "Non-profit" means an organization with 501(c)(3) Federal Tax status.
- c) "Private" means an individual or group reserving space for personal use, rather than for-profit programming.
- d) "Commercial" means an individual or group reserving space for for-profit programming.
- e) "Contract Class" means a program provided by a private vendor in partnership with the Parks and Recreation Department. The fees for a "Contract Class" will be agreed upon mutually by the City and the private vendor and all revenue generated by the program will be shared according to the percentage specified in each agreement.

Procedure for Establishing Fees for Parks and Recreation Classes, Events and Activities

Fees related to classes, events and activities sponsored by the Parks and Recreation Department will be subject to public demand and established within the following ranges, by type:

Fee Description	Department Proposed Fees
Resident fee for class registration	\$4 - \$6
Non-resident fee for class registration	\$10 - \$20
Resident fee for park reservations	\$1 - \$1.50 per person, \$25 minimum charge
Non-resident fee for park reservations	\$2 - \$3 per person, \$50 minimum charge
Fee for use of softball field lighting	\$35 for the first two hours & \$11 for each additional hour
Fee for use of soccer field lighting	\$49 for the first two hours & \$18 for each additional hour
Fee for park building reservations	\$35 - \$50 per hour
Non-resident fee for park building reservations	\$45 - \$60 per hour
Resident "Non-Profit" fee for basic reservations at the Wilson Park Sports Center	\$40 - \$55 per hour
Resident "Private" fee for basic reservations at the Wilson Park Sports Center	\$50 - \$65 per hour
Non-resident "Non-profit" fee for basic reservations at the Wilson Park Sports Center	\$65 - \$80 per hour
Non-resident "Private" fee for basic reservations at the Wilson Park Sports Center	\$75 - \$90 per hour
"Commercial" fee for basic reservations at the Wilson Park Sports Center	\$90 - \$120 per hour
Fee for additional staff, per reservation at the Wilson Park Sports Center	\$15 per hour, two-hour minimum charge
Fee for reservations of the Benstead Plunge	\$65 - \$80 per hour
Fee for the sale of agricultural goods at the Torrance Farmer's Market	6% of the vendor's daily gross revenue
Fee for the sale of non-agricultural goods at the Torrance Farmer's Market	10% of the vendor's daily gross revenue
Annual fee for Co-Rec memberships	\$15 - \$18
Member's fee for Co-Rec activities	\$3 - \$9
Non-member's fee for Co-Rec activities	\$5 - \$12
Weekly resident fee for therapeutic programs	\$20 - \$25
Weekly non-resident fee for therapeutic programs	\$25 - \$30
Fee for senior programs at the City's senior citizen centers	\$1 - \$9
Fee for senior boutiques	\$10 - \$20
Fee for senior excursions	Set at the rate that covers the "Department's Cost"
Fee for the Turkey Trot	\$20 - \$28
Fee for camps	\$99 - \$125
Fee for camp excursions	Set at the rate that covers the "Department's Cost"
Fee for youth activities at the Madrona Marsh Nature Center and Preserve	\$3 - \$6 per hour of instruction
Fee for adult activities at the Madrona Marsh Nature Center and Preserve	\$3 - \$10 per hour of instruction
Weekly fee for the After School Clubs	\$23 - \$30
Weekly fee for the Before School Club	\$17 - \$23
Resident fee for adult softball leagues	\$400 - \$440 per team
Non-resident fee for adult softball leagues	\$450 - \$490 per team

Resident fee for adult basketball leagues	\$300 - \$325 per team
Non-resident fee for adult basketball leagues	\$325 - \$350 per team
Fee for adult volleyball	\$3 - \$5 per night, per participant
Fee for adult sports classes	\$7 - \$11 per hour of instruction
Fee for adult sports "Contract Classes"	\$9 - \$18 per hour of instruction

Fee Description	Department Proposed Fees
Fee for youth sports leagues	\$49 - \$65 per participant
Fee for youth sports classes	\$5 - \$9 per hour of instruction
Fee for youth sports "Contract Classes"	\$5 - \$14 per hour of instruction
Fee for youth and seniors at the Sea Aire Golf Course	\$3 - \$3.50 per round
Fee for adults at the Sea Aire Golf Course	\$4 - \$4.50 per round
Fee for youth admission at the Benstead Plunge for Recreation Swim	\$1 - \$1.50 per day
Fee for adult admission at the Benstead Plunge for Recreation Swim	\$2 - \$2.50 per day
Fee for senior admission at the Benstead Plunge for Recreation Swim	\$1.50 - \$2 per day
Fee for swim classes	\$4 - \$6 per hour of instruction
Fee for the Competitive Swim Team	\$90 - \$120 per participant
Fee for Sync or Swim	\$90 - \$120 per participant
Fee for Synchronized Swimming	\$60 - \$80 per participant
Annual membership fee for Open Play at the Wilson Park Sports Center	\$10 - \$15 per year
Fee for participating in Open Play at the Wilson Park Sports Center	\$2 - \$3 per day
Fee for the Torrettes Drill Team	\$220 - \$260 per participant
Fee for Dance Camp	\$3 - \$5 per hour of instruction
Fee for pre-school classes	\$4 - \$6 per hour of instruction
Fee for Civic Chorale	\$35 - \$50 per participant
Fee for adult performing arts classes	\$2 - \$12 per hour of instruction
Fee for adult performing arts "Contract Classes"	\$2 - \$14 per hour of instruction
Fee for adult fine arts classes	\$2 - \$8 per hour of instruction
Fee for adult fine arts "Contract Classes"	\$2 - \$10 per hour of instruction
Fee for youth performing arts classes	\$2 - \$12 per hour of instruction
Fee for youth performing arts "Contract Classes"	\$2 - \$14 per hour of instruction
Fee for youth fine arts classes	\$2 - \$8 per hour of instruction
Fee for youth fine arts "Contract Classes"	\$2 - \$10 per hour of instruction
Fee for cultural excursions	Set at the rate that covers the "Department's Cost"
Fee for admission to adult productions	\$2 - \$45
Fee for admission to youth productions	\$1 - \$20

Any fees related to classes, events and activities sponsored by the Parks and Recreation Department not listed by type in this Resolution will be set at the rate that covers the "Department's Cost."

Exemptions Regarding Fees for Parks and Recreation Classes, Events, and Activities

The Parks and Recreation Director may, when in the public interest, reduce the fee for classes, events, or activities sponsored by the Parks and Recreation Department.

ATTACHMENT D

The following charges shall be assessed at the Benstead Plunge effective July 1, 2007:

Non-Profit Rental Charge (2 hour minimum rental)	\$75.00 per hour
Private/Commercial Rental Charge (2 hour minimum rental)	\$100.00 per hour
Pool Filming Rental Charge (4 hour minimum rental)	\$350.00 per hour

Lifeguard Charges for all Rentals are as follows:

(Lifeguard Charges are assessed per hour by group size and are in addition to the hourly Pool Rental Charges listed above)

(Lifeguard charges are based on the direct cost of staffing the plunge and vary depending upon the seniority of the lifeguard)

<u>Group Size</u>	<u>Charge</u>
0-49	\$13.00 - \$15.00 per hour
50-99	\$26.00 - \$30.00 per hour
100-149	\$39.00- \$45.00 per hour

The following definitions shall apply to the charges at the Benstead Plunge:

- a) Non-Profit means an organization with 501(c) (3) Federal Tax Exempt status or California Tax Exempt status.
- b) Private means an individual or group reserving space for personal use, rather than 'for-profit' programming.
- c) Commercial means an individual or group reserving space for 'for-profit' programming. Commercial Groups must obtain a City of Torrance business license.

The following policy shall apply to the charges at the Benstead Plunge:

1. Non-Profit Groups must submit proof of their 501(c) (3) Federal Tax Exempt status or California Tax Exempt Status to the Senior Recreation Supervisor or his designee prior to receiving the non-profit rate.

Council Meeting of
September 26, 2006

SUPPLEMENTAL MATERIAL #2

Honorable Mayor and
 Members of the City Council
 City Hall
 Torrance, CA

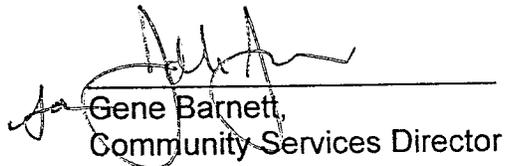
Members of the Council:

**SUBJECT: Item 12 C – Citizen Development and Enrichment Committee –
 Accept and file report of the City Council Citizen Development and
 Enrichment Committee joint meeting with the Torrance unified
 School District. Expenditure: Not applicable**

BACKGROUND/ANALYSIS

This supplemental information is submitted to provide annual operating costs and revenues for an in-ground pool with lockers, showers, and staff facilities similar to the size of the Benstead Plunge. Staff used operating costs from the plunge in order to provide accurate figures which include the full and part-time labor, materials and supplies, contract services, utilities, building maintenance, and capital recovery costs. Also included are the bond debt services for an \$8.7 million pool facility with lockers, showers, and staff facilities, and for a \$2.4 million pool facility without facilities.

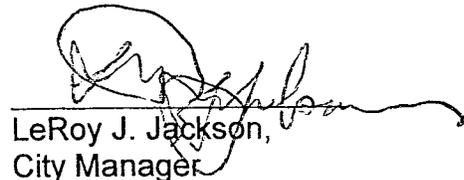
Respectfully submitted,


 Gene Barnett,
 Community Services Director

CONCUR:



Eric E. Tsao
 Finance Director


 LeRoy J. Jackson,
 City Manager

BENSTEAD PLUNGE
2005-2006

Operating Costs

Annual Revenues		
Youth Swim Classes	\$	130,657
Adult Swim Classes	\$	5,577
Recre. Swim Pool Classes	\$	41,818
Plunge Rentals	\$	22,849
Locker Fees	\$	701
Total Revenues		\$201,602

Annual Operating Costs		
Operating Costs	\$	237,343
Salaries Part Time (8.3 FTE)	\$	21,776
Salaries Full Time (.18 FTE) Admin, Management, Ops.	\$	26,200
Chemicals	\$	27,924
Recreation Supplies	\$	51,870
Contract Services	\$	114,235
Utilities-Gas	\$	26,929
Utilities-Water	\$	15,000
Utilities-Light and Power estimate	\$	1,230
Other Costs	\$	13,758
Custodial	\$	23,140
Building Maintenance	\$	559,405
Total Operating Costs		72,294

Total Capital Recovery Fund		\$631,699
Total Annual Cost		201,602
Total Revenues	\$	631,699
Total Annual Costs	\$	(430,097)
Net Income		

Bond Debt Service - 25yr/4%

In Ground Pool (\$2.8M/\$2.4M)	\$	185,000
In Ground Pool-Building, Showers, Lockers (\$9.8M/\$8.8M)	\$	645,000

Note: Since the P&R Enterprise fund currently receives \$3M in subsidy from the General Fund, the City's indirect cost of 17.87% (\$46,300) has not been charged.

Capital Costs	Annualized into a Capital Recovery Fund		
	Overall Cost	Year	Period
Vacuum	\$ 5,104	2003	3
Tile Repairs-Restrooms	\$ 8,672	2006	5
Competition Equipment	\$ 10,840	1999	5
Pool Blankets/Reels	\$ 32,000	1998	5
Painting	\$ 5,000	2006	10
Awnings and associated	\$ 15,000	2002	10
Water Heaters	\$ 15,000	2009	10
Heaters	\$ 37,000	1997	10
Lighting	\$ 11,224	2006	20
Lockers	\$ 15,000	1997	20
Fencing	\$ 30,000	1997	20
Ceiling and Electrical	\$ 37,000	2006	20
Boiler	\$ 40,188	2003	20
Roof	\$ 60,000	2009	20
Bulkhead	\$ 85,000	1998	20
Concrete Decking	\$ 128,625	2003	20
Filtration System/Pumps	\$ 152,000	1998	20
Pool Renovation	\$ 502,776	2002	20
Total Capital Recovery Fund			\$ 72,294



**CITY OF TORRANCE
COMMUNITY SERVICES DEPARTMENT**

**SHORT TERM RENTAL AGREEMENT FOR
THE VICTOR E. BENSTEAD PLUNGE**

Renter's Name: _____

Date: _____

Estimated Number of People: _____

PRIVATE POOL RENTAL AGREEMENT

1. Reservations must be made at least one (1) week in **ADVANCE** at the Community Services Department located at 3031 Torrance Boulevard, Torrance, CA. 90503. If information is needed, please call our Facility Booking Section at (310) 618-5982.
2. The rental fee (refundable \$250.00 security deposit) must be paid in full at the Community Services Department at the time the reservation is made. If it necessary for you to cancel a reservation, please notify the Facility Booking a minimum of 48 hours prior to the reservation date at (310) 618-5982. Twenty percent (20%) of the reservation charge will be retained on all cancellations. Reservations cancelled with less than the 48 hours notice will not be refunded.
3. An individual, family, club or organization may reserve the pool. The reserving party must be an adult (at least 21 years of age). This adult must be present during the reservation and is responsible for the conduct and behavior of those who attend. **Children under age seven (7) MUST be accompanied in the pool by an adult – one (1) child per adult.**
4. **NO** diapers – children **MUST** be toilet trained.
5. The adult reserving the pool must be at the pool entrance and admit only those individuals invited.
6. The reserving party may not charge an admission fee to enter the pool.
7. It is permissible to serve refreshments at private parties; however, the renting party is responsible for the clean up of the pool and surrounding area. **GLASS CONTAINERS or COOKING OF ANY KIND is NOT PERMITTED** in the pool area. Please serve drinks in paper cups or cans and properly dispose of all trash. CHEWING GUM IS NOT ALLOWED AT THE POOL

8. Possession or consumption of alcoholic beverages on park property or in the pool area is prohibited (Municipal Code 49.2.6).
9. Smoking is prohibited inside any city facility and/or within twenty (20) feet of an entrance to any city facility.
10. Bands are **NOT PERMITTED** at the swimming pool. Electronic music boxes are permitted at a **REASONABLE** volume.
11. Private reservation swimmers must obey all the **POOL RULES** posted at the pools. Swimmers **MUST** wear swim suits (NO CUT-OFFS or T-SHIRTS). Floatation devices are permitted in the pool at management's discretion.
12. The City of Torrance Community Services Department shall terminate reservations, without refund, should the renter's actions deem it necessary.
13. **HOLD HARMLESS:** **RENTER** will indemnify, defend, and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss, which is the result of the negligent acts, errors, or omissions or other wrongful conduct of RENTER, RENTER's officers, agents or employees. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of RENTER, its officers, employees, agents, subcontractors or vendors. It is further agreed, RENTER's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of the City, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the active negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between **RENTER** and **CITY**, as to whether liability arises from the active negligence of the CITY or its officers, employees, agents, subcontractors or vendors, RENTER will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as actively negligent. **RENTER** will be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
14. **RENTER** takes the City of Torrance Plunge as **RENTER** finds it and voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by RENTER or any property of any of the undersigned while in, on or upon said facility.
15. **RENTER** shall fully comply with all applicable state laws, CITY ordinances and rules applicable to the use of the City of Torrance Plunge.

16. **RENTER** acknowledges that it is not acting in the course and scope of Torrance's business. **RENTER** further acknowledges that its rental of the City of Torrance Plunge does not and cannot in any manner establish the existence of an employer-employee or an agency relationship of any type whatsoever with Torrance. **RENTER** represents that it is not an employee or agent of Torrance or a carrier on behalf of Torrance in any manner in connection with its rental of the City of Torrance Plunge.

I HAVE READ AND THOROUGHLY UNDERSTAND AND AGREE TO ABIDE BY ALL THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT. I UNDERSTAND THAT FAILURE TO ABIDE BY THESE RULES AND REGULATIONS WILL RESULT IN THE TERMINATION OF THIS AGREEMENT:

NAME: _____ **SIGNATURE:** _____

HOME PHONE: () _____ **WORK PHONE:** () _____

AMOUNT: _____

DATE OF RESERVATION: _____

DEPOSIT RECEIVED: _____

MADE BY: _____ **RECEIPT #:** _____

DATE PAID: _____

KK:gmb:Parks&Fac/Plunge/2007/Benstead Plunge Short Term Rental agreement



**CITY OF TORRANCE
COMMUNITY SERVICES DEPARTMENT
LONG TERM RENTAL AGREEMENT FOR
THE VICTOR E. BENSTEAD PLUNGE**

WITH: _____

**FOR: RENTAL AGREEMENT FOR TEMPORARY USE OF THE
VICTOR E. BENSTEAD PLUNGE**

This Rental Agreement is made and entered into by and between THE CITY OF TORRANCE, a municipal corporation, hereinafter referred to as "**City**", and _____, hereinafter referred to as "**RENTER**".

1. **FACILITY RENTED:** City owns and operates the municipal pool, together with a locker room and showers (collectively, the "Facility"). City agrees to grant **RENTER** permission to use the Facility as determined by the Community Services Director or his/her designee (the "Director"). As with other users of the Facility (hereinafter, "other users"), the schedule for **RENTER** to use the Facility shall be determined by the Director on a quarterly basis, based on availability. Quarterly means every three months based on the fiscal year of City, which begins July 1. The Quarterly reviews will take place on a date near, but sufficiently prior to, July 1, October 1, January 1 and April 1 to provide users of the Facility an ability to schedule their programs. Notwithstanding the foregoing, the Director shall have sole discretion, with reasonable consultation with **RENTER** and other users, as applicable, to alter the times of the use of the Facility, during any quarter.
2. **TERM OF RENTAL AGREEMENT:** Unless terminated as provided herein, the term of this Rental Agreement shall be from _____, 2007, through _____, 2007.
3. **PAYMENT FOR RENTAL:** In addition to the other consideration described below, **RENTER** shall, on or before the first day of each month, pay City _____ Dollars (\$00.00) per hour or portion thereof for use of the Facility; provided, that such fee shall be equally prorated among concurrent users of the Facility. **CITY** shall invoice **RENTER** monthly on the first of each month and invoices shall be due and payable by the fifteenth day of that month.

Any amount invoiced and not paid within thirty (30) days after the date shown on the invoice shall be considered late and shall accrue a late payment penalty of ten percent (10%) of the outstanding balance (plus penalty, if any) for each month or part thereof the outstanding balance (plus penalty, if any) remains unpaid.

4. **HOLD HARMLESS:** **RENTER** will indemnify, defend, and hold harmless **CITY**, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss, which is the result of the negligent acts, errors, or omissions or other wrongful conduct of **RENTER**, **RENTER's** officers, agents or employees. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of **RENTER**, its officers, employees, agents, subcontractors or vendors. It is further agreed, **RENTER's** obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of **CITY**, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the active negligence or willful misconduct of **CITY**, its officers, employees or agents. In the event of any dispute between **RENTER** and **CITY**, as to whether liability arises from the active negligence of the **CITY** or its officers, employees, agents, subcontractors or vendors, **RENTER** will be obligated to pay for **CITY's** defense until such time as a final judgment has been entered adjudicating the **CITY** as actively negligent. **RENTER** will be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

5. **RENTER TAKES CITY FACILITY "AS IS":** **RENTER** takes the City of Torrance plunge as **RENTER** finds it and voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by **RENTER** or any property of any of the undersigned while in, on or upon said facility.

6. **NO AFFILIATION WITH THE CITY OF TORRANCE:** **RENTER** acknowledges that neither **RENTER**, nor any of its officers, agents, volunteers and/or employees are acting in the course and scope of Torrance's business. **RENTER** further acknowledges that its rental of the City of Torrance Plunge does not and cannot in any manner establish the existence of an employer-employee or an agency relationship of any type whatsoever with Torrance. **RENTER** represents that neither it nor any of its officers, agents, volunteers and/or employees is an employee or agent of Torrance or a carrier on behalf of Torrance in any manner in connection with its rental of the City of Torrance Plunge.

7. **REFUSAL TO RENT PLUNGE:** The City of Torrance reserves the right to refuse the rental of the plunge
8. **FINGERPRINTING AND BACKGROUND CHECKS:** **RENTER** shall provide **CITY** with proof that all employees and volunteers having direct contact with any minor, have been fingerprinted and subjected to a background screening with the State of California Department of Justice.
9. **SUPERVISION:** **RENTER** shall provide appropriate supervision of all participants. **RENTER** is responsible for the conduct and behavior of **RENTER's** officers, agents, employees, volunteers and participants. Adult supervision shall be provided for any and all minors participating in **RENTER's** activities.
10. **INSURANCE:** Without limiting its obligations pursuant to Paragraph 4 of this Rental Agreement, **RENTER** shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage (endorsed by an endorsement, approved by the City Attorney).
11. **ASSIGNMENT; HYPOTHECATION:** This Rental Agreement is for the specific benefit of **RENTER** and any attempt by **RENTER** to assign the benefits or burdens of this Rental Agreement without prior written approval of City shall be prohibited and shall be null and void. **RENTER** shall not mortgage, pledge, or otherwise hypothecate the Facility as security for the payment of any debt, for the purpose of securing funds for **RENTER's** use, and any such instrument shall be null and void insofar as the Facility are concerned.
12. **DESTRUCTION OF BUILDING:** If the Facility is substantially destroyed by fire or other means, or by acts of God, so as to make the Facility unusable, in the opinion of Director, then this Rental Agreement shall automatically terminate.
13. **NO IMPROVEMENTS OR MAINTENANCE OF THE FACILITY:** **RENTER** shall not make any improvements to the Facility without prior approval from Director. **RENTER** is not to conduct, or cause to be conducted, maintenance or repair of the Facility without the prior written approval of the Director, nor shall **RENTER** in any way attempt to operate any controls associated with the pool filtration system.
14. **NO OBLIGATION TO CITY TO MAINTAIN FACILITY:** **City** shall have no obligation or duty whatsoever, as far as this Rental Agreement is concerned, to operate, maintain, repair or replace the Facility, either by **City** or **RENTER**.
15. **NO INTEREST IN FACILITY; PAYMENT OF PROPERTY AND OTHER TAXES:** **RENTER** hereby acknowledges this is a Rental Agreement only and does not constitute a sale, lease or any interest in the Facility and is subject to termination pursuant to the terms, hereof. If any taxes are assessed based on this Rental Agreement or **RENTER** use of the Facility, **RENTER** shall be solely responsible for paying such taxes.

- 16. **OTHER USE BY RENTER:** CITY, upon forty-eight-hours' (48-hours') advance notice to RENTER, shall have the right to permit revenue-generating filming activities in and at the Facility, which use shall be of precedence to RENTER.
- 17. **POOL COVERS AND LANE LINES:** RENTER may be required, as directed by the Director, to assist City-staff with the removal and replacement of the pool cover and lane lines.
- 18. **APPLICABLE LAWS, CODES AND REGULATIONS:** RENTER shall comply with all applicable laws, codes and regulations.
- 19. **MODIFICATION OF RENTAL AGREEMENT:** This Rental Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
- 20. **RIGHT TO TERMINATE OR SUSPEND:** Either party, in its sole discretion, may terminate this Rental Agreement at any time, with or without cause, on thirty-days' (30-days') written notice to the other party.

In addition, the Director, at his/her sole discretion, due to circumstances, including, but not limited to, construction activities, emergencies or other unusual reasons, may determine it is in the best interests of City to suspend RENTER use of the Facility for as long as the circumstances require; provided, that during that period of suspension, RENTER shall not have any obligation to pay the consideration set forth in Paragraph 3, above.

- 21. **NOTICES:** All notices given or required to be given pursuant to this Rental Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To CITY: City of Torrance
 Attn: Kenny Kelso, Senior Recreation Supervisor
 3031 Torrance Boulevard
 Torrance, California 90503

To RENTER: Name _____
 Address _____

 Phone: () _____

- 22. **WAIVER:** If at any time one party shall waive any term, provision or condition of this Rental Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

- 23. **GOVERNING LAW:** The terms of this Rental Agreement shall be interpreted according to the laws of the State of California. If litigation occurs, then venue shall be in the Superior Court of Los Angeles County.
- 24. **CITY RIGHT TO ENTER FACILITY:** City shall retain the right to enter the Facility at any reasonable time for the purpose of inspecting the Facility.
- 25. **LITIGATION FEES:** If litigation arises out of this Rental Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
- 26. **INTEGRATED AGREEMENT:** This Rental Agreement represents the entire Agreement between **City** and **RENTER**, and all preliminary negotiations and agreements are deemed a part of this Rental Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Rental Agreement. This Rental Agreement shall bind and inure to the benefit of the parties to this Rental Agreement, and any subsequent successors and assigns. If any conflict arises between this Rental Agreement and any incorporated provisions of the proposal, then the terms of this Rental Agreement shall control.
- 27. **SEVERABILITY:** If any section, paragraph, sentence, clause, phrase or portion of this Rental Agreement is deemed invalid, then that invalidity shall not affect the validity of the remainder of this Rental Agreement.
- 28. **EFFECTIVE DATE:** The effective date of this Rental Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

Dated: _____

By _____
RENTER

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Community Services Director

City Attorney

