

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

Members of the Council:

SUBJECT: Community Services - Recommend approval of a lease agreement with American Legion for use of City property for Babe Ruth Youth Baseball Program at Entradero Sump.

Expenditure: None.

RECOMMENDATION

Recommendation of the Community Services Director and the Parks and Recreation Commission that City Council approve a lease agreement with the Torrance American Legion Post 170 for use of City-owned property at the Entradero Sump at 5500 Towers Street as a Babe Ruth youth baseball field for a five-year term beginning February 1, 2010 through December 31, 2014.

Funding

No expenditures. Revenues of \$1 dollar per year for 5 years.

BACKGROUND

For many years, various City-owned properties have been leased by non-profit Torrance youth baseball leagues for \$1 a year so these properties could be used as baseball fields for Torrance youth non-profit baseball leagues.

The West Torrance Babe Ruth Baseball had traditionally leased a baseball field for many years on City property in the Entradero Sump at 5500 Towers Street. On December 21, 2004, the most recent five-year lease agreement with West Torrance Babe Ruth Baseball was approved by City Council. However, during this five-year term West Torrance Babe Ruth Baseball ceased to exist as an entity.

In an effort to continue to provide Babe Ruth-style league baseball at this traditional Babe Ruth location, individuals expressed interest in creating a new Babe Ruth league and entered into discussion with City Community Services Department staff regarding taking over the proposed lease agreement (Attachment A).

The last lease agreement of December 21, 2004, identified that the League would be responsible for all costs for electrical usage at the facilities. The City would be responsible for water costs until appropriate service meters were installed then the League would take on costs. Appropriate water service meters have since been installed and a method for calculating the water usage has been established that identifies the City will pay an amount not-to-exceed 60% of the average monthly water costs and the League would pay the remaining amount (Attachment B).

At the January 13, 2010 meeting of the Parks and Recreation Commission, the Commission approved the Department recommendation to forward this new lease to City Council for approval.

ANALYSIS

The proposed lease agreement term between the City and American Legion Post 170 (Attachment A) is for five years at one dollar per year and at the end of the five year lease period would equal five dollars. In exchange the American Legion Post 170 Babe Ruth League maintains the field and makes any other improvements at their cost, as well as carries insurance coverage for the facility.

The only reason this specific lease agreement for Babe Ruth at Entradero was not recently brought forth at the same time as the other four leases for youth baseball leagues that use City fields is because this new Babe Ruth league's non-profit status has not been finalized yet. Until it is, American Legion Post 170 is willing to offer its non-profit status and take responsibility for the league until the league's non-profit status is finalized and they are ready and given approval to take over the lease agreement with the City.

Revisions to the past lease held by West Torrance Babe Ruth Baseball have been made and the lease proposed with American Legion Post 170 is different. However, these changes are in keeping with the other youth baseball league leases that recently were brought before the Parks and Recreation Commission and City Council for review and approval. Revisions to this new lease include:

1. Plans that address neighborhood concerns regarding the organizations' impact on traffic, parking, trash and noise are included in the lease.
2. The new lease identifies the League's responsibility to pay for a portion of their own water usage. Pricing structures are meant to encourage water conservation and good field management practices. The water use and costs were calculated as follows:

A two-year average cost for supplying water to all youth baseball leagues that use City-owned facilities was \$24,965 annually. This figure gives an average monthly cost of \$2,080 per month for all the League facilities in Torrance. With 12 fields used by 4 Leagues, the average per field water cost is \$173 per field/per month. Applying a City 60% subsidy rate establishes a City subsidy rate of \$104 per field/per month.

The water rate increase of 7.7% in January 2009 increased the City's subsidy to \$112 per field/per month. The Leagues will be responsible for the costs that exceed the City's per field/per month subsidy.

Attachment B provides the water subsidy program in more detail. Staff will continue to evaluate the water subsidy price structuring as needed.

3. The new lease clarifies that amplified sound is allowed on League opening and closing day ceremonies, as long as the League obtains a sound permit from the City of Torrance. However, any additional amplified sound at other times would require a written request of, and written approval from, the Community Services Director. Once again a sound permit would be required.

- 4. The new lease will allow the League to have other groups on the property for fundraising purposes (i.e. for Instructional Baseball Camps, etc.), as long as the group has insurance including the League and the City of Torrance as additionally insured, and as long as the League has obtained approval from the Community Services Director.
- 5. If the League wants to hold a special event at their leased field (i.e. fund raisers, etc.), the Leagues would be required to obtain approval from the Community Services Director.
- 6. The new lease clarifies that the League must obtain approval from the Community Services Director for all signage at the facility (including advertising signs on the outfield fence, commonly consisting of local business' advertising their sponsorship of the Leagues).

American Legion Post 170 is new to the oversight of non-profit youth baseball league operations and a new group for the City to work with pertaining to a lease agreement for City property. City staff believe this is a good opportunity to continue the traditional use of a field at the facility for Babe Ruth League baseball play and that it meets a community need for upper Division, older age-group youth baseball. Staff look forward to working with Post 170 to provide Torrance youth the ability to participate in meaningful sport activities that contribute to their physical and social well being.

Respectfully submitted,



Richard Brunette
Recreation Services Manager

CONCUR:

(UNAVAILABLE FOR SIGNATURE)



JOHN JONES
Community Services Director

Michael Ning, Chairperson
Parks and Recreation Commission

NOTED:



LeROY JACKSON
City Manager



- Attachments: A. Proposed City Lease with Torrance American Legion Post 170
B. Spreadsheet of Costs for Supplying Water to Youth Baseball Leagues

LEASE

This Lease made and entered into as of this 1st day of January, 2010 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **American Legion Post 170**, a non-profit organization, ("LESSEE").

WITNESSETH

1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Entradero Sump Babe Ruth Field (5500 Towers), Torrance, ("PROPERTY").

2. TERM

- a) Subject to the provisions of subparagraph (b) of this paragraph two, this Lease will commence on the date first written above and expire December 31, 2014.
- b) Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 18.

3. RENT

- a) LESSEE will pay the CITY as rent for the PROPERTY the sum of One Dollar (\$1.00) on or before January 1st of each year.
- b) LESSEE will be responsible for the payment of all license fees associated with its use of the PROPERTY.

4. UTILITIES

The LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. LESSEE will be responsible for the payment of water charges, however, the CITY will be responsible for paying an amount not-to-exceed 60% of the average monthly water usage charges of all four Little Leagues from 2010 through 2014.

5. USE

- a) The PROPERTY will be used by LESSEE solely for the purpose of maintaining thereon baseball diamonds, and two batting cages, together with bleachers and other improvements and facilities as are necessary for the operation of a ball field. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. LESSEE must abide by the following:

- b) No admission charge may be imposed on spectators.
- c) No public address or loudspeaker system may be used on the PROPERTY. Except that amplified sound may be allowed for opening and closing day ceremonies provided LESSEE obtains the appropriate sound permit from CITY.
- d) Artificial lights may not be used on the PROPERTY.
- e) All ball games on the PROPERTY must be played solely by persons eighteen years of age or under.
- f) LESSEE will abide by the CITY's Parking/Traffic Plan (Exhibit 1).
- g) LESSEE will assign a Community Relations Officer from their organization to be responsible for listening to residents concerns and addressing them with the American Legion Board. In addition, they will inform the residents of activities and special events that take place at the Entradero Sump. This position will serve as a liaison between the residents and the LESSEE.
- h) LESSEE will assign an adult during the first two weeks of each season to direct the flow of traffic from Halison and exiting Towers. If traffic flow becomes a problem again later in any season, they will again need to assign an adult to work the parking lot.
- i) LESSEE will work with the City of Torrance to create additional signage that will support the traffic flow plan.
- j) LESSEE will make sure that whoever opens the Halison gate to the Entradero Sump will also open the exit gate on Towers. In the same spirit, LESSEE will make sure whoever is last to leave the facility will make sure both gates are locked.
- k) LESSEE will continue to notify their parents and teams about the "Respect Our Neighbors" policy plan through emails, the web page, and at their opening day ceremonies (Exhibit 2).

6. USE BY THE CITY

LESSEE will notify the CITY as provided in paragraph 18 whenever the PROPERTY will not be used by LESSEE. The CITY reserves the right to operate the PROPERTY as a public recreation facility whenever the LESSEE has notified the CITY it will not be using the PROPERTY.

7. CONCESSIONS

- a) LESSEE may sell or otherwise distribute food and drink to players and spectators at ball games on the PROPERTY, subject to reasonable regulations of the CITY and the Los Angeles County Health Department.
- b) LESSEE may not assign or otherwise transfer the right to sell or distribute food or drink on the PROPERTY.
- c) LESSEE agrees that in the event LESSEE operates a snack bar upon the PROPERTY, LESSEE will assure that no litter, rubbish or trash resulting from any snack bar sales will be permitted to be carried, blown or in any other manner be deposited on adjoining properties, but instead shall be properly disposed of in closed trash containers on the PROPERTY.

8. APPROVAL OF PLANS

LESSEE may not alter any improvements whatsoever on the PROPERTY including, but not limited to, the baseball diamonds and two batting cages, without first having secured approval of the plans from the Director of Community Services and the Community Development Director. Improvements existing on the PROPERTY at the commencement of this Lease are deemed approved.

9. SAFETY PROVISIONS

- a) LESSEE agrees it will, at its own expense, construct and/or maintain on the PROPERTY any fences or other improvements necessary to protect persons or PROPERTY from injury or damage as a result of the activities of LESSEE.
- b) LESSEE agrees that it will arrange off-street parking for all participants and spectators at league functions on the PROPERTY to the greatest extent possible. LESSEE will use its best efforts to minimize the impact of on-street parking to the residents or businesses adjacent to the PROPERTY by such means as the scheduling of activities; soliciting the cooperation of participants; posting of signs, if necessary, with CITY permission; arranging for other off-site parking, if possible; arranging and scheduling car pools for participants and spectators. LESSEE further agrees to provide, before and after each league function, sufficient adult persons to direct traffic in and out of the off-street parking facilities on the PROPERTY, and such other off-street parking facilities as may be available to LESSEE, to insure that vehicles leaving such parking facilities will do so in a safe and orderly manner, minimizing noise, traffic congestion and dust.

10. MAINTENANCE

At its own expense, LESSEE will:

- a) Maintain all improvements erected upon the PROPERTY in good order and repair and may modify or remodel them from time to time with the consent

of the Director of Community Services and the Director of Community Development.

- b) Plant and maintain grass on the baseball diamond or diamonds; provided, however, that the CITY may abate weeds whenever required by the CITY.
- c) Plant and maintain vegetation on all cut banks as is required by the Director of Community Development.
- d) Keep the PROPERTY clean and neat, and dispose of all debris and other waste matter which may accumulate, and provide containers with proper covers for the deposit of waste which may accumulate upon the PROPERTY.
- e) Not pave or otherwise hard surface any part of the PROPERTY except as permitted by the Community Development Director; provided, however, that LESSEE at the expense of LESSEE, shall construct and maintain such drainage structures as are necessary and proper to protect adjacent PROPERTY, or as may be required by the Community Development Director.

LESSEE agrees that in the event the PROPERTY is not properly maintained or cleaned, CITY reserves the right to enter upon the PROPERTY in order to maintain or clean the PROPERTY, and LESSEE will pay the cost thereof to CITY upon demand.

11. SIGNS

No signs or advertising matter may be erected on the PROPERTY without the prior written consent of the of Community Services Director; provided, however, that the LESSEE may continue to maintain the signs and advertising matter located on the PROPERTY at the commencement of this Lease.

12. TAXES

This Lease may create a taxable possessory interest. LESSEE will pay any possessory interest tax or assessment that may be levied as a result of LESSEE's possessory interest in this leasehold. Possessory interest means any interest described in Section 107 of the California Revenue and Taxation Code, or its successor statute. This section is deemed to comply with Section 107.6 of the same code.

13. ENCUMBRANCES

LESSEE may not place, or allow to be placed, upon the PROPERTY, any encumbrances whatsoever and will promptly remove any mechanic's or material men's liens or any attachments or charges, or other liens of any kind or nature, which might be placed upon or levied against the PROPERTY.

14. LIABILITY

- a) LESSEE agrees that its taking possession of the PROPERTY will be an acceptance of the safety and condition thereof.
- b) LESSEE 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 defense costs and legal fees, and claims for damages whatsoever, including , but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. 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 LESSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LESSEE'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 hereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between LESSEE and City, as to whether liability arises from the sole negligence of the CITY or its officers, employees agents, subcontractors or vendors, LESSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. LESSEE will not 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.

15. INSURANCE

- a.) LESSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent

contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

- b.) The insurance provided by LESSEE will be primary and non-contributory.
- c.) CITY ("City of Torrance"), the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- d.) LESSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of the lease.
- e.) Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

16. ATTENDANCE REPORTS

LESSEE will submit an attendance report to the Parks and Recreation Department of the CITY on or about October 30th of each year. The report will include, but not be limited to, the number of persons participating in practice and league games on the PROPERTY.

17. COMPLIANCE WITH LAW

LESSEE will conduct its operations and business upon the PROPERTY in compliance with all federal, state, and municipal laws and ordinances and with health, fire, and safety rules and regulations of any board or public authority relating to the use of the PROPERTY or any appliances, machinery, fixtures, or structure.

18. NOTICE

All notices, requests, demands or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- a) Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
- b) First-class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

- c) Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
- d) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.
- e) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

LESSEE: American Legion Post 170 Carroll McClanahan 1109 Van Ness Avenue Torrance, CA 90501	CITY: City Clerk 3031 Torrance Boulevard Torrance, CA 90503 (310) 618-5813 FAX
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Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

19. ASSIGNMENT AND SUBLETTING

LESSEE will not at any time during the term of this Lease, either directly or indirectly, assign, sublease, hypothecate or transfer this Lease, or any interest therein, without the written approval of the Community Services Director; and the giving of such consent will not be a waiver of any right to object to future or further assignments or subleases, but the consent to each successive assignment or sublease must be first obtained from the Community Services Director; nor may the Lease become an asset in any bankruptcy proceeding, nor assigned nor transferred because of such proceeding, nor assigned by operation of law without the prior consent of the Community Services Director. In the event that consent to an assignment or sublease or any transfer of any interest in the Lease is obtained, said assignee or sub-lessee shall be required to list the City of Torrance and the City Council as additional insureds on any and all certificates of insurance required by the CITY.

20. DEFAULT

If LESSEE fails in any manner to fully perform and carry out each and every term, covenant and condition of this Lease, it will be in default of this Lease. In case of default or breach of this Lease, the CITY may, at its option, terminate and cancel the Lease. Termination will not affect or terminate any of the rights of CITY against LESSEE that exist or which may thereafter occur because of the default, and the forgoing will be in addition to all other rights and remedies available to CITY under the law.

21. CONFLICT OF INTEREST

a) No officer or employee of the CITY may have any financial interest, direct or indirect, in this Lease, nor may any officer or employee participate in any decision relating to the Lease that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly, interested in violation of any law, rule or regulation.

b) No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendations, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

22. CUMULATIVE REMEDIES

The remedies granted to the CITY are cumulative and in addition to any and all other legal remedies which the CITY may have.

23. RIGHT OF ENTRY

The CITY reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or for maintenance of their facilities or equipment.

24. SUCCESSORS

Each of the terms, covenants and conditions will inure to the benefit of, and will bind, as the case may be, not only the parties, but each and every of the successors and assigns of the parties, subject, however, to the provisions of paragraph 19.

25. SURRENDER

LESSEE will return the PROPERTY to CITY at the end of the term, or the sooner termination of this Lease, in as good order and condition as received by LESSEE, reasonable wear and tear excepted. All improvements and alterations will remain the PROPERTY of LESSEE and must be removed by LESSEE at any time prior to or at the expiration of this Lease.

26. INTEGRATION

This Agreement and all documents explicitly incorporated by reference represent the entire understanding of the CITY and LESSEE as to those matters. No prior oral or written understanding will be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by both parties.

27. WAIVER OF BREACH

No waiver of any breach of this Agreement will constitute a waiver of a subsequent breach.

28. JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

29. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with the laws, but the remainder of the Agreement will remain in full force and effect.

30. LESSEE'S AUTHORITY TO EXECUTE

The persons executing this Lease on behalf of LESSEE warrant that (i) LESSEE is duly organized and existing; (ii) they are duly authorized to execute this Lease on behalf of LESSEE; (iii) by so executing this Lease, LESSEE is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other agreement to which LESSEE is bound.

CITY OF TORRANCE,
a municipal corporation

American Legion Post
a non-profit organization

By _____
Frank Scotto, Mayor

Carol McClanahan, President

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By _____
Tatia Y. Strader
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan
Exhibit 2: Respect Our Neighbors Policy

**CITY AND AMERICAN LEGION POST 170 LEASE AGREEMENT
PARKING / TRAFFIC PLAN**

American Legion Post 170 will be responsible for opening and closing the Halison Street gate entrance to the facility, as well as the Entradero Park gate exit off Towers Street, during all hours of their baseball fields operations. This will allow for equal distribution of vehicular traffic entering and exiting the facility through these two gates.

American Legion Post 170 Board of Directors will develop a flier that will go to all participants and homeowners surrounding the Entradero Sump Baseball Fields prior to the start of each baseball season informing them of the American Legion Post 170 Parking/Traffic Plan.

CITY AND AMERICAN LEGION POST 170 LEASE AGREEMENT
RESPECT OUR NEIGHBORS POLICY

Please respect our neighbors by adhering to the rules listed below:

1. Drive slowly and safely on the residential streets. The maximum speed limit is 25 mph in residential areas.
2. Obey the traffic flow plan for American Legion Post 170 participant vehicles (enter the facility from Halison Street gate, exit the facility onto Towers from out of the Entradero Park gate).
3. Carpool whenever possible so the number of cars on the facility are maximized and in the surrounding neighborhood is minimized.
4. Please do not park on the neighborhoods surrounding streets. Park vehicles in the Park's parking lot areas until they are full, then park in the American Legion Post 170 parking lot complex to avoid parking on the surrounding streets whenever possible.
5. If forced to park on a street in the neighborhood, please do not block any driveways, private or otherwise. If you do, your vehicle may be towed.
6. Keep the facility clean and free of litter by picking up all trash around the snack bars, field, and bleacher area after practices and games.
7. Keep players/children off the hillsides near the resident's property lines.
8. Be courteous to the neighbors. Remember you are essentially playing in *their* backyards.
9. So the facility can be properly locked and secured, the last person or group to be responsible for closing and locking the gates to the facility is expected to do so, or to locate and contact a person who can lock the facility.
10. Follow any and all City and/or American Legion Post 170 baseball league facility rules pertaining to the league, fields and facility use.

**City of Torrance
Community Services Department**

Cost for Supplying Water to Leased Youth Baseball Fields

The two-year average cost for supplying water to the Little Leagues is \$24,965 annually. This figure gives an average monthly cost of 2,080 per month for all the Little League facilities in Torrance. With 12 fields among four Little Leagues, the average per field water cost is \$173 per field per field per month. Applying the City's 60% subsidy rate provides a monthly City subsidy rate of \$104 per field/per month.

2 Year Little League Average Annual Usage	Overall Little League Monthly Usage (Div/12)	Number of Fields	League Avg. Per Field/Month	City Subsidy Per Field @60% per month
\$ 24,965	\$ 2,080	12	\$ 173	\$ 104

League	Average Monthly Usage over 2 years	Number of Fields	League Average Monthly Usage per Field	City Subsidy Per Field	Water Rate Increase in January 2009	City Subsidy Per Field with Rate Increase	Cost to City per Month	Cost to Little League per Month
Central	\$ 334	3	\$ 111	\$ 104	7.7%	\$ 112	\$ 336	\$ (2)
Riviera	\$ 460	2	\$ 230	\$ 104	7.7%	\$ 112	\$ 224	\$ 236
TABB	\$ 754	2	\$ 377	\$ 104	7.7%	\$ 112	\$ 224	\$ 530
West	\$ 532	5	\$ 106	\$ 104	7.7%	\$ 112	\$ 560	\$ (28)
Totals	\$ 2,080	12						

The water rate increase of 7.7% in January 2009 increased the City's subsidy to \$112 per field/per month. The Little Leagues will be responsible for costs that exceed the City's per field subsidy. This pricing structure is meant to encourage water conservation and good field management practices. Staff will evaluate the water subsidy price structure as needed.