

**LEASE AGREEMENT  
BETWEEN THE  
CITY OF SAINT PAUL  
AND  
CITY ACADEMY CHARTER SCHOOL**

**THIS AGREEMENT** made and effective this 1<sup>st</sup> day of July, 2010 by and between the City of Saint Paul, Minnesota, a municipal corporation organized and existing under the law of the State of Minnesota, hereinafter referred to as "CITY" and City Academy, an independent charter school approved by MN State Board of Education as ISD 4000, 958 Jessie Street, Saint Paul, MN 55101; hereafter referred to as "SCHOOL."

Whereas, the CITY is the owner of Wilder Recreation Center located at 958 Jessie Street, hereinafter referred to as "CENTER" and,

Whereas, the CITY has historically sponsored and promoted human services activities which have helped and benefitted the social, recreational, health, educational and the general well-being of the residents of the Saint Paul community and,

Whereas, the CITY and SCHOOL have determined that the residents of Saint Paul would experience an effective delivery of human services if the CITY leased a portion of the CENTER to the City Academy Charter School,

Now, therefore, in consideration of the mutual agreements set forth, and for other good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** CITY agrees to lease and SCHOOL does hereby lease space in the CENTER, more particularly, all activity and storage space **except** the CENTER office on the main floor. CITY agrees to permit and hereby authorizes SCHOOL to provide human services programs and activities therein, including an educational program subject to the restrictions stated herein. SCHOOL shall be allowed to use the mailing address of CENTER as its SCHOOL address. This lease is subject to Minnesota Statutes, section 124D.10, subdivision 23a.
2. **Terms of Lease.** This agreement shall be in force commencing July 1, 2010 and ending June 30, 2011. The SCHOOL and CITY may renew this lease for one additional year upon 30 days written notice submitted prior to the expiration stated above. If either party does not intend to renew the contract, it will give the other party notice at least 120 days prior to expiration stated above.
3. **Use of Premises.** The premises shall be used and occupied by the SCHOOL for the following purpose and for no other purpose without the prior written consent of CITY: To provide educational services defined in the SCHOOLS purposes as approved by the State Department of Children, Families and Learning. Exclusive use of the leased premises by the SCHOOL shall be during the hours of 6:00 a.m. to 6:00 p.m., Monday through Sunday. CITY staff shall have access to the building to perform routine services, inspections, or general maintenance. Otherwise use by the CITY during these hours is subject to an advance review and consideration by both parties, except for the CENTER office. SCHOOL equipment and supplies may be stored in designated SCHOOL storage areas in the leased premises at the risk of the SCHOOL. The gym (beyond 6pm weekdays) and the exterior grounds of the CENTER may be scheduled by SCHOOL based on availability after the CITY'S recreation program needs are met. SCHOOL may use CENTER tables and chairs in its SCHOOL programs. SCHOOL staff as appropriate, shall be issued and be responsible for keys and access cards necessary to enter and secure the building.

4. **Basic Rent.** Monthly rent of \$5,000 (five thousand dollars) is to be paid by SCHOOL. Payments are due the first of each month and will be made directly to, and made payable to City of Saint Paul Parks and Recreation at 400 City Hall Annex, Saint Paul, Minnesota, 55102.
5. **Cost Reimbursement.** The SCHOOL shall reimburse CITY for all amounts, other than Basic Rent provided for in paragraph 4 above, which SCHOOL is or may become obligated to pay under this paragraph or other provisions of the Lease. Cost Reimbursement includes, but is not limited to, the following fees, cost and expenses: (a) SCHOOL telephone lines and (b) other costs agreed upon in writing by both parties.
6. **Right of Entry.** At all times during the term of this Lease, the CITY shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.
7. **Insurance.**
  - A. The SCHOOL shall acquire during the term of this Lease the following coverage:
    1. The SCHOOL shall be responsible for insuring, securing and maintaining all of its own personal property that is brought into the leased premises. It is recommended that the SCHOOL secure insurance that provides coverage for its property for all losses. The CITY shall not be responsible for any damage, including from fire, theft, water and or vandalism to the SCHOOL' S property.
    2. COMPREHENSIVE GENERAL LIABILITY INSURANCE including blanket contractual liability coverage and broad form property damage liability endorsement with a combined single limit of not less than the City' s limits as set forth in Minnesota statute 466.01, currently \$2,000,000 aggregate or \$1,500,000 per occurrence shall be purchased by the SCHOOL. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to CITY' S insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage.
    3. WORKER' S COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$500,000 per accident, \$500,000 per policy, \$500,000 per disease policy limits. and with an all states endorsement.
    4. If the SCHOOL will be using a vehicle on or around Wilder for SCHOOL purpose, Automobile Liability insurance with limits of \$300,000 per person bodily injury, \$1,000,000 aggregate bodily injury and \$300,000 property damage.
    5. The SCHOOL shall supply to CITY current insurance certificates for policies required in Paragraph (7). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
    6. The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the SCHOOL to purchase and maintain additional insurance that may be necessary in relation to this lease.
    7. Nothing in this contract shall constitute a waiver by the CITY of any statutory limits or exceptions on liability.
    8. SCHOOL shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota, and shall deliver copies of the declaration page (at a minimum) to the CITY on the date of SCHOOL' S execution of this Agreement. The

policies required in paragraph (7) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the CITY a 30 day written notice.

- B. Waiver of Subrogation.** CITY waives its right of subrogation for damage to the Building, contents therein, loss of use thereof, and/or loss of income, up to the amount of insurance proceeds collected. SCHOOL waives its right of subrogation for damage to property of the Leased Premises, loss of use thereof, loss of income and/or accounts receivable, up to the amount of their respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph; and if either cannot waive its subrogation right, such party shall immediately notify the other party, in writing
- 8. Cancellation or Termination.** This Lease shall be subject to cancellation and termination by either party without cause at any time during the term hereof by giving the other party notice in writing at least one hundred and twenty days in advance of the state when such termination shall become effective. If SCHOOL shall vacate or abandon the leased premises, commit waste, or permit the same to remain vacant or unoccupied for a period of 60 days, without agreement of the CITY, or in the event the SCHOOL loses its status as a non-profit corporation or charter school, SCHOOL'S rights to possession of the leased premises immediately shall terminate without any notice or demand whatsoever. The mere retention of possession thereafter by SCHOOL shall not constitute a forcible detainer of said premises.
- 9. Notice.** All notices herein proved to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on CITY or SCHOOL, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the SCHOOL at the address stated on page (1) and the CITY at the St. Paul Parks and Recreation, 25 W 4<sup>th</sup> Street, 400 City Hall Annex, Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.
- 10. Assignment and Subletting.** SCHOOL shall not assign or sublet this Lease without the written consent of the CITY, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
- 11. Maintenance.** SCHOOL shall be responsible, at its own cost and expense, for repairs and maintenance if the caused damage or condition necessitating the repairs or maintenance is caused by students of the SCHOOL or by participants in any SCHOOL sponsored activities. At the end of the school day, SCHOOL shall be responsible for storing SCHOOL items securely, general building cleaning on the lower level, restroom cleaning and trash removal on the lower level. The building shall be made generally ready for evening programs provided by the CITY on the main level. SCHOOL shall be responsible for putting trash in the dumpster that will be provided by the CITY. The CITY shall be responsible for emptying the dumpster on a routine schedule. Following CITY recreation programs, (generally Monday – Thursday evenings) the CITY shall make the main floor ready for SCHOOL, removing trash generated by its programs, sweeping/mopping the main level hallway, CENTER office, gymnasium and cleaning the main level restrooms adjacent to the gym.

All grounds maintenance will be the responsibility of the CITY. Fields will be maintained at the same level as other City facilities. Other than the walk from door to sidewalk, the CITY shall be responsible for all snow and ice removal on steps, walkways and parking lots. Snow removal shall take place after each accumulation of more than two (2) inches of snow. Snow and ice removal is the responsibility of SCHOOL if the accumulation is less than two (2) inches. SCHOOL is responsible for shoveling from the door to the sidewalk or parking lot in all cases of snowfall.

The cost for repairs or replacements shall be distributed as follows:

- 1) SCHOOL will be responsible for the first \$999.
- 2) For repair costs of \$1000-\$4999, SCHOOL and CITY shall each pay 50%.
- 3) CITY shall pay 100% or repair costs which exceed \$4999.

12. **Personnel.** SCHOOL shall bear all costs and responsibility for operation of its programs and personnel administering its programs. The SCHOOL shall notify CITY in writing of all personnel who will be stationed at the CENTER. SCHOOL personnel are not employees of the CITY.
12. **Payments in Case of Default.** SCHOOL shall pay CITY all costs and expenses, including reasonable attorney's fees in any action brought by CITY to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, where the CITY is the prevailing party.
14. **Surrender of Premises.** SCHOOL, at the expiration of said term, or any sooner termination of this Lease, shall quit peacefully and surrender possession of said property and its appurtenances to CITY in as good order and condition as the property was delivered to the school.
15. **Indemnity.** To the extent allowed by law, the SCHOOL agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by the CITY to the SCHOOL, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises. It is fully understood and agreed that SCHOOL is aware of the conditions of the Leased Premises and leases the same "as is", with any modifications requested by the SCHOOL to be discussed and agreed upon by both parties.
16. **Holdover.** Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of the CITY. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.
17. **Controlling Lease.** In the event there is any prior existing lease or rental agreement between SCHOOL and CITY (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.
18. **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the premises become unfit for occupancy due to such damage during this Lease, the CITY may at its option:
  5. terminate the Lease upon fifteen (15) days written notice to SCHOOL;
  6. within fifteen (15) days agree to restore the premises within a reasonable time period following the casualty, charging the cost in excess of the insurance proceeds, if any, to the SCHOOL as additional rent if SCHOOL is found responsible for the destruction; or
  7. if the SCHOOL is found responsible for the destruction, direct that SCHOOL properly restore the Leased Premises to substantially the same condition existing prior to such damage or destruction, and for that purpose, if such damage or destruction was caused by perils insured against, CITY shall make available to SCHOOL pro-rata, as work progresses, the net proceeds of such insurance. If such proceeds are insufficient to pay the entire cost thereof, SCHOOL agrees to pay as Additional Rent, a lump sum payment (or a form agreed upon by the CITY) equal to the remainder of such costs.

SCHOOL may at its option terminate the Lease within fifteen (15) days written notice to CITY.

In the event either party terminates the Lease, the Basic Rents to be paid during the restoration period shall be abated in proportion to the percentage of loss and impairment of use of the Leased Premises as determined by the CITY, times the number of days of loss or impairment.

- 19. Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by the SCHOOL.
- A. the filing of a petition to have SCHOOL adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by SCHOOL;
  - B. in the event a petition to have SCHOOL adjudicated bankrupt is filed against SCHOOL, the failure to dismiss such petition within ninety (90) days from the date of such filing;
  - C. the assets of SCHOOL or of the business conducted by SCHOOL on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
  - D. SCHOOL makes any assignment for the benefit of creditors;
  - E. the failure by SCHOOL to timely pay Basic Rent or Additional Rent as required by this Lease;
  - F. the failure by SCHOOL to purchase or maintain the insurance coverage required by this Lease;
  - G. the failure by SCHOOL or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises with sixty days after the date of such filing or recording, whichever date is earlier.
  - H. the failure by SCHOOL as a Public Charter School of the State of Minnesota.

It is an express covenant and agreement of CITY and SCHOOL that CITY may, at its election, terminate this Lease in the event of the occurrence of any of the events described in this paragraph or in the relating to lies by giving not less than ten days written notice to SCHOOL; and when so terminated, CITY may reenter the Leased Premises. This Lease and its Leased Premises shall not be treated as an asset of SCHOOL=S estate. It is further expressly understood and agreed that CITY shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in this Lease.

- 20. Default Remedies.** In the event an Event of Default occurs under paragraph nineteen (19) of this Lease, CITY may exercise any one or more of the following remedies:
- A. reenter and take possession of the Premises without termination of this Lease, and use its best efforts to lease the Premises to or enter into an agreement with another person for the account of SCHOOL;
  - B. terminate this Lease, exclude SCHOOL from possession of the Premises, and use its best efforts to lease the Premises to or enter into an agreement with Another in accordance with applicable law;
  - C. exclude SCHOOL from possession of the Premises, with or without terminating this Lease and operate the Premises itself;
  - D. terminate the Lease, exclude SCHOOL from possession of the Leased Premises, sell all or any part of the Premises at the best price obtainable (provided such sale is permitted by applicable law,) such sale to be on such terms and conditions as the CITY, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of the SCHOOL.

- E. exercise any remedies available to it under the Minnesota Uniform Commercial Code;
- F. take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Rent and cost reimbursement then due thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the SCHOOL under this Lease.
- G. in exercising any of its remedies set forth in this Section, the CITY may, whether or not the Lease is then in effect, hold the SCHOOL liable for the difference between the payments and other costs for which the SCHOOL is responsible under this lease.

No remedy herein conferred upon or reserved to CITY is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No Delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

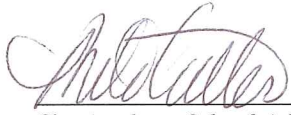
- 21. **Default of Payments.** SCHOOL agrees that, should it default on any payment owing and due to be paid to CITY as provided in this Agreement, including but not limited to Basic Rent and Additional Rent, then the remaining unpaid balance shall, at the option of the CITY, immediately become due. Said SCHOOL further agrees that the CITY may, at its option and without notice to SCHOOL, enter judgment against SCHOOL in Ramsey County District Court for the amount of the unpaid balance. And SCHOOL does hereby confess judgment in the amount of the unpaid balance due upon default, and does authorize the CITY to enter judgment as provided above. SCHOOL does hereby agree that the CITY, at its option, may enter a judgment, at any time within one year of the time the last payment shall have come due, for the full amount of the unpaid balance due pursuant to the confession of judgment provided herein.
- 22. **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of the SCHOOL in the use of the property to comply with all laws, rules regulations or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by the SCHOOL to comply with any said laws, rules, regulations or ordinances will not relieve the SCHOOL of the obligation to pay the rental provided herein.
- 23. **Non-Discrimination.** The SCHOOL for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:
  - A. no person, on the ground of race, sex, sexual or affectional orientation, color creed, religion, age, disability, marital status, familial status, status with respect to public assistance or national origin or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities.
  - B. that in connection with construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
  - C. that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and
  - D. that the SCHOOL shall use the premises in compliance with all other requirements imposed pursuant to federal, state and local laws and regulations related to discrimination.

24. **Liens.** The SCHOOL shall not permit mechanics' liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to Leased Premises, or for any other reason; provided that if the SCHOOL shall first notify the CITY of its intention to do so and shall deposit in escrow with the CITY a sum of money or a bond or irrevocable letter of credit acceptable to the CITY equal to amount of the claim of lien. SCHOOL may in good faith contest any such event may permit the items contested to remain undischarged and in such unsatisfied during the period of such contest. If, in the opinion of the CITY, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, the CITY may require the SCHOOL to use the escrow account to promptly pay all such unpaid items and if SCHOOL fails to pay from the escrow account, the CITY may pay and charge the SCHOOL as Additional Rent.
25. **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in SCHOOL' S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, SCHOOL may terminate this Lease by giving to CITY (30)thirty days written notice of termination, effective as of the date on which the condemning authority acquired legal title or physical possession of the Leased Premises. SCHOOL hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. SCHOOL may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.
26. **Alterations.** The SCHOOL will not make any alterations to the premises without the written consent of the CITY, such consent not to be unreasonably withheld. IF the SCHOOL desires to make any such alterations, an accurate description shall first be submitted to an approved by the CITY and such alterations shall be done by the SCHOOL at its own expense. All such work shall be performed under the CITY' S supervision and any improvements made to the Leased Premises at the SCHOOL' S expense shall become the property of the CITY. SCHOOL agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.
27. **Publicity.** SCHOOL will provide to CITY copies of all flyers and programs published for the purpose of publicizing an event or program, that are sent to the community at time of distribution. CITY agrees that posting of said flyers or programs in the CENTER satisfies this requirement.
28. **Reports.** The SCHOOL shall make available to CITY an annual calendar in September of each year, a summer school calendar in May of each year and all other reports that the SCHOOL produces for other governmental agencies, within a reasonable time of the request.
29. **Reviews.** The CITY and SCHOOL shall meet to review the SCHOOL' S programs and services. The review dates shall be November 1 and June 1 of each year. SCHOOL agrees that as part of its service learning program it will make an effort to provide some after-school activity for neighborhood children.
30. **Contract Administrators.** The Contract Administrator for the CITY is the Manager of Recreation or such other person designated in writing by the CITY. The Contract Administrator for the SCHOOL is its School Administrator, or such person designated in writing by SCHOOL.
31. **Record Keeping.** The CITY will require the SCHOOL to keep and submit records pertaining to the leased facility such as: attendance reports, accident and incident reports. Attendance reports may be submitted at the end of the school year. Accident and incident report copies should be submitted within a reasonable time following the accident or incident.
32. **Severability.** In the event any provision of this Agreement is deemed unconstitutional, illegal or void as a matter of law, the parties agree that all of the provisions of this Agreement which are not affected by such an occurrence shall constitute a full and complete Agreement between the parties.

**33. Amendment of Contract.** This agreement may be amended upon mutual agreement of Lessor and Lessee. All amendments shall be in writing and effective upon execution of duly qualified officers of Lessor and Lessee.

**In Witness Whereof,** the parties hereto have set their hands and seals the day and year in this Lease first above written.

For City Academy:

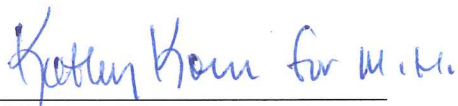
  
\_\_\_\_\_  
City Academy School Administrator

For the City of Saint Paul:

  
\_\_\_\_\_  
Director of Financial Services

Approved as to Form:

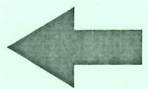
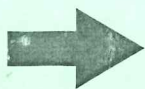
  
\_\_\_\_\_  
Assistant City Attorney

  
\_\_\_\_\_  
Director of Parks and Recreation

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk





# Green Sheet NO: 3118500

Department/Office/Council: PR - Parks and Recreation  
 Date Initiated: 30 SEP 2010

Contact Person & Phone:  
 Eric Thompson  
 266-6413

Must Be on Council Agenda by (Date):

Doc. Type: OTHER AGREEMENT/CONTRACT

E-Document Required: N

Document Contact:  
 Contact Phone:

Assign Number For Routing Order

	Department	Sent To Person	Initial/Date
0	Parks and Recreation		
1	Parks and Recreation	Department Director	ET 9/30
2	City Attorney	City Attorney	
3	Financial Services	Director	
4	HREEO - Contract & Analysis Se	Contract & Analysis Servie	
5	Parks and Recreation	Yolanda Thomas	10-25-10
6			
7			

Total # of Signature Pages 4 (Clip All Locations for Signature)

Action Requested:  
 Secure signatures needed to execute a one-year agreement between the City of Saint Paul and City Academy for the operation of a charter school at Wilder Recreation Center.

Recommendations: Approve (A) or Reject (R):

\_\_\_\_\_ Planning Commission

\_\_\_\_\_ CIB Committee

\_\_\_\_\_ Civil Service Commission

A STAFF

**Personal Service Contracts Must Answer the Following Questions:**

- Has this person/firm ever worked under a contract for this department?  
 Yes No
- Has this person/firm ever been a city employee?  
 Yes No
- Does this person/firm possess a skill not normally possessed by any current city employee?  
 Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):  
 The current lease agreement with City Academy for the use of space at Wilder has expired and a new lease must be executed.

Advantages If Approved:  
 City Academy will continue to provide education for high school age students in an alternative setting, as well as providing youth jobs during the summer months as part of its Youth Build Program. The City of Saint Paul will realize revenue at the Wilder site that can help support other programs in the East Area.

Disadvantages If Approved:  
 None

Disadvantages If Not Approved:  
 City Academy, the oldest charter school in the United States, will not be able to operate. The City of Saint Paul loses revenue and Wilder Recreation Center would stand empty, because there is no funding to operate it as a recreation center.

Total Amount of Transaction: \$60,000.00  
 Funding Source: 391

Cost/Revenue Budgeted: Y  
 Activity Number: 391-23183

Financial Information: (Explain) The City continues to pay utilities at this site. The net revenue is \$32-35,000, which supports other programs in the East Area.

RECEIVED  
 OCT 01 2010  
 CITY ATTORNEY