



## ALBANY CITY COUNCIL AGENDA

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**Monday, August 26, 2019**

4:00 p.m. Work Session  
Council Chambers, City Hall

333 Broadalbin Street SW

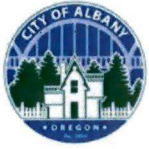
- 4:00 p.m. CALL TO ORDER
- 4:00 p.m. ROLL CALL
- 4:05 p.m. BUSINESS FROM THE PUBLIC
- 4:10 p.m. PLANNING COST RECOVERY ANALYSIS – Jeff Blaine. [Pages 2-5]  
*Action Requested:* Information, discussion, and direction.
- 4:30 p.m. TRANSPORTATION FUNDING COMMUNITY COMPARISON – Jeff Blaine. [Presentation at meeting]  
*Action Requested:* Information, discussion, and direction.
- 5:00 p.m. STREET BOND CONSIDERATION – Staci Belcastro. [Pages 6-8]  
*Action Requested:* Information, discussion, and direction.
- 5:30 p.m. ALBANY COMMUNITY POOL LEASE RENEWAL – Kim Lyddane. [Pages 9-13]  
*Action Requested:* Information.
- 5:40 p.m. BUSINESS FROM THE COUNCIL
- 5:50 p.m. CITY MANAGER REPORT
- 6:00 p.m. ADJOURNMENT

All City Council meetings are recorded. Audio and video of past meetings are available at [cityofalbany.net/council](http://cityofalbany.net/council).

The location of this meeting is accessible to the disabled. If you have a disability that requires accommodation, please notify the City Clerk's Office at least 48 hours in advance of the meeting: [cityclerk@cityofalbany.net](mailto:cityclerk@cityofalbany.net) | 541-917-7532 or 541-917-7565.

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# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Jeff Blaine, P.E., Public Works Engineering and Community Development Director *JB*

DATE August 6, 2019, for the August 26, 2019, City Council Work Session

**SUBJECT:** Planning Cost Recovery Analysis  
Relates to Strategic Plan theme: Effective Government

**Action Requested:**

Staff requests council provide direction regarding Planning Division fee adjustments.

**Discussion:**

The Planning Division (planning) works with the City Council to adjust application/permit fees annually in response to inflation. Inflationary adjustments were last made in July 2019 at +7.58 percent, consistent with the increased cost to provide services. Inflationary adjustments are important, but it is equally important to periodically evaluate total revenues and expenditures and compare them to cost recovery objectives. The purpose of this memorandum is to facilitate such an evaluation.

*Background*

Planning is a general fund supported program. During the budget process, the Finance Department allocates a portion of general fund revenues to planning, and planning creates a budget that falls within that allocation. Throughout the budget year, planning permit and application review fee revenues go directly to the general fund, not to planning. One way to characterize this approach is that the general fund is reimbursed through permit/application fee revenue for work necessary to respond directly to development applications. This relationship is important to understand because any shortfalls in planning-related revenues collectively impacts general fund activities.

A primary function of the Planning Division is to review development applications for consistency with the City's Comprehensive Plan, Development Code, and other related regulations. This function guides growth and redevelopment with a goal of realizing the community's visions for a thriving Albany. In this way, the development process provides services to the development community and provides protections or assurances to existing residents. In other words, there is a general benefit to the Albany community as well as services provided to property owners/developers on a specific project. The concept of shared benefit is equally applicable to development itself. While an individual developer should profit on their project, the Albany community also benefits from development whether that be by the creation of needed housing or jobs.

Other planning functions such as long-range planning, floodplain management, historic preservation, and code enforcement also provide a shared communitywide benefit. All of these shared benefits help to explain the appropriateness of general fund support for planning. The question currently facing council is, what is the appropriate cost recovery target for planning permit/application fees? The question is characterized as a



“target” because available data is only appropriate for general discussions and revenues can fluctuate widely based on the amount, and type, of development in any given year.

#### *Revenues and Expenditures*

Planning staff is generally involved in development projects at three stages: pre-application, application, and building permit. The following sections discuss revenues and expenses related to each activity. Where the term “related support costs” is used, it is referring to the portion of costs for administrative support, management, central service charges (HR, Finance, City Manager’s office), IT services, and materials and supplies that are allocated to the activity being discussed.

#### **Pre-Application Meetings**

Pre-applications meetings provide an opportunity for landowners and developers to meet with City staff about their development ideas. Meetings are attended by multiple Public Works, Planning, Building, and Fire Department staff. These meetings provide an opportunity for the applicant to understand what options are available to them and to get detailed information about code requirements prior to investing further in their project. These meetings are also important for staff as they typically result in more complete applications and provide an opportunity to troubleshoot issues directly with the applicant early in the process. By having all impacted departments represented at the meeting, it saves the applicant time and provides a venue to resolve competing priorities in a collaborative manner.

The City does not charge for pre-application meetings; however, they cost planning between \$30,000 and \$90,000 a year depending on the number and complexity of meetings, and whether related support costs are considered. Despite the cost, staff does not recommend adding a fee specific to pre-application meetings. These meetings are critical for landowners, potential developers, and staff. They should be encouraged and not discouraged through implementation of a new fee. If cost recovery for pre-application meetings is important to council, staff would recommend costs be recovered through projects that ultimately materialize and submit applications. If recovered through planning applications review fees, a 13 to 40 percent rate increase would be required; depending on whether related support costs are included.

#### **Planning Application Review**

Planning staff conducts a wide variety of application/permit review activities. Applicants pay fees for these reviews consistent with the most recent fee schedule adopted by council. Fees are collected upon application, but the costs associated with review span several months. Therefore, when comparing revenues and expenditures it is important to consider multiple years in order to smooth out those impacts over time. For the purpose of this analysis, staff considered revenues and expenditures for fiscal years 2016/17, 2017/18, and 2018/19.

Prior to considering related support costs, the City is recovering 106 percent of costs associated with reviewing planning applications. When related support costs are considered, the City is only recovering 42 percent of costs related to application review. If council determined that 100 percent cost recovery of all review costs was appropriate, including related support costs, a 140 percent rate increase would be required to generate the \$310,000 in additional annual revenue.

#### **Building Permit Review**

When applicants submit permits to the Building Division for constructing improvements, planning staff must also provide reviews to ensure consistency with the Development Code and any related land use approvals. A small fee is collected for these reviews. Annual fee revenues for these reviews are less than \$10,000, but annual

expenses are closer to \$25,000 without related support costs, and \$60,000 with related support costs. If these costs were to be recovered through planning applications review fees, an 11 to 26 percent rate increase would be required, depending on whether related support costs are included.

**All Activities (Inclusive of Those Above and Additional Planning Efforts)**

The Planning Division has many responsibilities in addition to those related solely to reviewing development applications. These activities range from long-range planning to historic preservation. Excluding grant programs, over the last three years, it cost roughly \$900,000 more a year to run the entire planning program than is collected through development review fees. If the entire program was intended to be application review fee supported, a 400 percent rate increase on development review fees would be required. Staff does not recommend pursuing such an approach and suggests that continued support through the general fund is most appropriate due to the shared nature of communitywide benefits realized by the diversity of planning program responsibilities.

*Recommendations*

The data shows that staff time directly attributable to planning application review is being covered by planning permit/application review fees. However, other expenses related to development review such as pre-application meetings, land use review on building permits, and related support costs are not being recovered. Staff recommends that council consider fee adjustments that address this discrepancy. There is approximately \$45,000 in direct staff costs for development review that aren't recovered through the current fee system (\$30,000 pre-application and \$15,000 building permit). There is another \$400,000 in related support costs attributable to development review that aren't recovered.

Adjusting planning fees requires a delicate balance. Fees should be high enough to adequately cover costs but not so high as to discourage development such that it ultimately results in revenue reductions or lost opportunities. To strike this balance, staff recommends council initially consider a unique solution that results in no net impact to the applicant.

**Near Term Recommendation**

As noted above, a small planning review fee is collected at the time of building permit application. The fee brings in less than \$10,000 annually, but it costs the City approximately \$60,000 per year to conduct these reviews. Staff recommends planning review fees on building permits be reset at 15 percent of the building plan review fee. Based on the last four years of development activity, such a change would generate an additional \$50,000 in revenue and fully reimburse the general fund for costs related to planning's building permit review.

Council could also direct staff to pursue a concurrent reduction in building plan review fees to help offset the impact to applicants. Following the recession, Building Division revenues have steadily increased, and reserves have been replenished to state recommended levels; an indication that such a reduction may be appropriate.

If council supports these recommendations, staff will pursue approval from the Department of Consumer and Business Services, Building Code Division, and will return to council with an implementing resolution for your consideration.

**Long Term Recommendation**

When considering all development review costs collectively, the net effect of implementing the near-term recommendation is that the general fund will collect enough revenue to cover all direct development review expenses, but none of the related support costs. Over the long term, council may also want to consider adjusting planning review fees to cover at least a portion of the related support costs. Having just raised

planning fees 7.58 percent in July, staff would not recommend making additional adjustments now. However, council may want to consider small incremental increases over time. Smaller incremental adjustments would be recommended because a one-time adjustment would require a 176 percent increase in permit/application review fees.

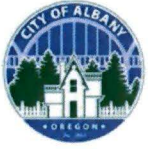
Council considers inflationary fee adjustments annually. Staff recommends that further cost recovery adjustments for related support costs be considered coincident with future inflationary adjustments. In this way, the combined impacts can be more easily characterized and understood by all.

**Budget Impact:**

If staff's recommendation is implemented, general fund revenues would increase approximately \$50,000 per year and Building Division revenues would decrease approximately \$50,000 per year. Actual revenues will depend on the type and level of development experienced.

JJB:kw

- c: David Martineau, Planning Manager (via e-mail)
- Jeff Babbitt, Public Works and Community Development Business Manager (via e-mail)
- Jorge Salinas, Deputy City Manager/CIO (via e-mail)
- Jeanna Yeager, Finance Director (via e-mail)
- Seth Sherry, Economic Development Manager (via e-mail)



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager  
 Jeff Blaine, P.E., Public Works Engineering and Community Development Director *JB*

FROM: Staci Belcastro, P.E., City Engineer *SB*

DATE: August 14, 2019, for the August 26, 2019, City Council Work Session

**SUBJECT:** General Obligation (GO) Bond for Street Projects  
 Relates to Strategic Plan theme: Great Neighborhoods, Safe City, An Effective Government

**Action Requested:**

Staff recommends that the City Council receive staff's report, deliberate, and provide direction regarding a general obligation bond for street projects.

**Discussion:**

Over the last two years, much discussion has been given to the condition of Albany's streets, best practices for pavement maintenance, and funding alternatives for meeting community goals and objectives. General Obligation (GO) bonds are one of the alternatives available. GO bonds require voter approval because they result in an additional property tax above and beyond the property tax otherwise paid, and they typically have a 15- to 20-year term.

Council recently requested more information about a potential GO bond for streets. Council was specifically interested in which streets staff would propose funding with a bond and what would be required to place a GO bond on the ballot in 2020. The purpose of this memorandum is to respond to those questions.

*Potential Streets for GO Bond*

At the March 20, 2017, City Council Work Session, the Council set a goal to maintain all arterial and collector streets in fair or better condition (minimum PCI of 60). Based on this recommendation, staff identified the following list of arterial and collector streets that could be considered for a GO bond for street improvements. A vicinity map depicting the location of each street is also provided as Attachment 1. The recommended list is based on the theory that streets that have completely failed are most appropriate for GO bond funding and streets that require overlays to extend the life of a road should be funded through sustained reoccurring revenue sources.

- 3<sup>rd</sup> Avenue – Vine Street SW to Washington Street SW
- 9<sup>th</sup> Avenue – Elm Street SW to Washington Street SW
- Albany Avenue – Salem Avenue to Highway 99E
- 14<sup>th</sup> Avenue – Geary Street to Waverly Drive
- Clay Street – Highway 20 to 14<sup>th</sup> Avenue
- Waverly Drive – Highway 20 to Queen Avenue



Reconstructing the nearly two miles of streets proposed above would cost approximately \$18.6 million. Albany's last successful street bond was passed in 1998 for \$10 million. Using the Engineering News Record (ENR) Construction Cost Index (CCI) for our region to reflect inflation, the 1998 bond would be over \$17 million in today's dollars. It's also important to note that street reconstruction projects today require more ancillary improvements. Accessibility and stormwater quality improvements are now important components of every street reconstruction project but lead to overall higher project costs when compared to past bond projects.

*GO Bond Impacts on Utilities*

Reconstructing streets through a GO bond will also impact other City utilities. For example, if the City were to improve the arterial and collector streets proposed in this memo, there would be approximately \$6.3 million in additional sewer (\$1.7 million) and water (\$4.6 million) improvements that would need to be considered at the same time. These improvements are necessary to avoid cutting into the streets after they've been reconstructed.

Sewer capital reserves could be used to cover the needed sewer improvements, however, this would require further delaying needed capacity improvements, such as the Cox Creek Interceptor. Solutions for water improvements are not as easy. Some of the water improvements required with the potential bond projects are already programed in the Capital Improvement Program (CIP). After considering these improvements and available capital reserves there is still a \$2 million shortfall. To cover these costs Council could choose not to pursue some improvements programed in the CIP. Ironically, that may lead to deferral of other planned street projects as most planned water improvements in the CIP are related to other programed street projects. Alternatively, Council could add these costs to the bond or determine that the potential risk of making significant utility cuts through the reconstructed street is an acceptable risk.

*Ballot Initiative Timeline for the May and November 2020 Election*

The referral process requires that the Council pass a resolution or ordinance to refer the GO bond to the voters. There is no cost to cities for measures placed on either the primary or general elections. For the May 19, 2020, primary election, Council would need to adopt the resolution or ordinance by February 12, 2020; and for the November 3, 2020, general election, the council would need to adopt the resolution or ordinance by July 22, 2020. A decision as to which, if any, election to refer the bond to may be influenced by other competing measures, the desired amount of public outreach in advance of the election, and perceived impacts to other Council initiatives.

If Council decides to proceed with the six street projects identified in this memo, the total amount of the GO bond is estimated to be \$18.97 million. This amount reflects \$18.6 million for the street projects, and \$370,000 in costs associated with the bond. It does not include covering any sewer and water related improvements. The property tax rate for the bond measure would be approximately \$0.28 per thousand dollars of assessed value. This rate will decline as total assessed value increases over the life of the bond. These numbers assume that the bond would have a 20-year term.

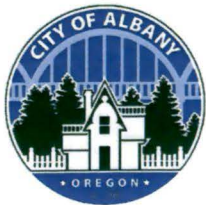
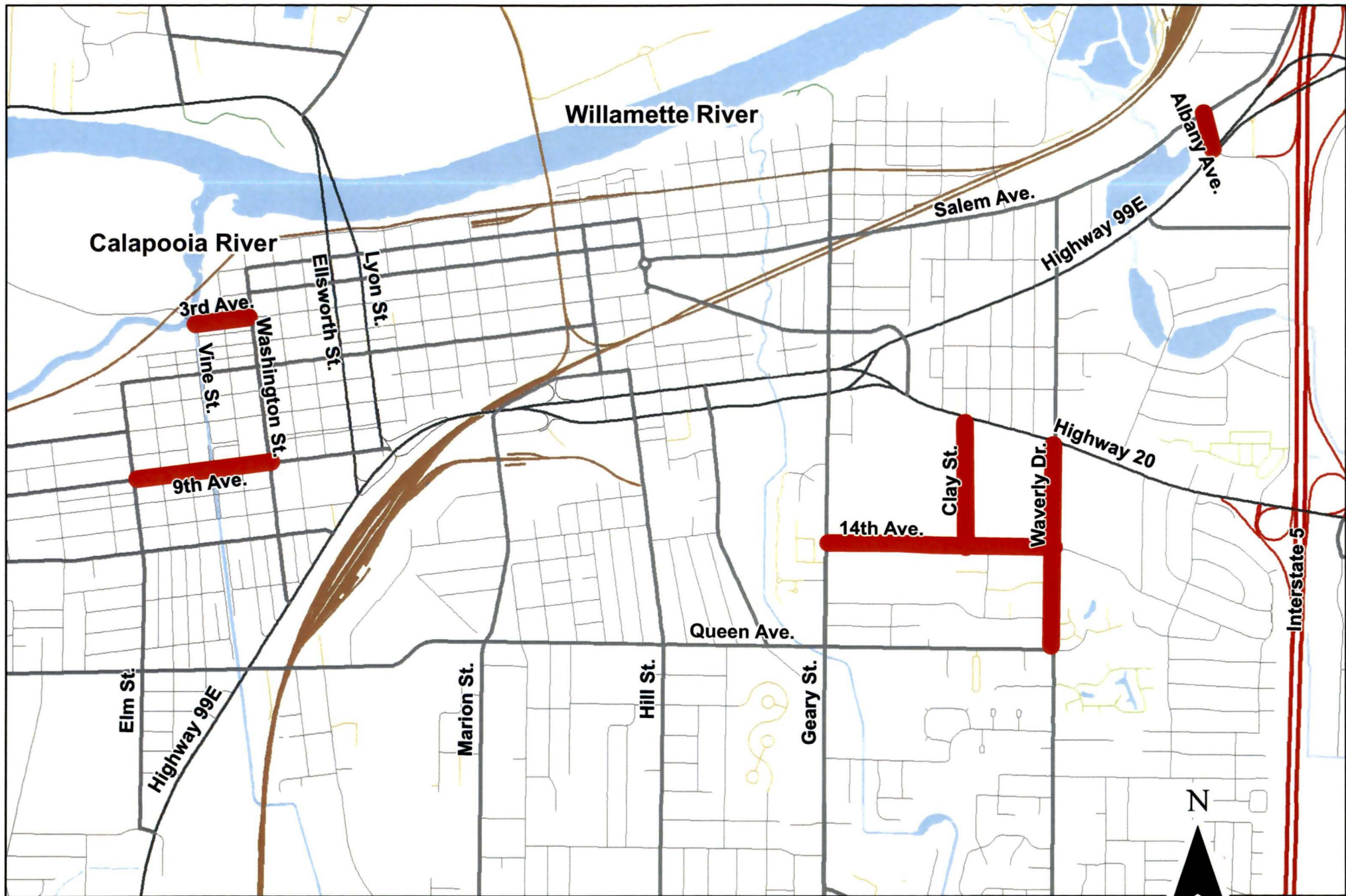
**Budget Impact:**

If Albany voters approve a GO bond for the referenced streets, there would be an additional \$18.6 million in funds to complete the six projects identified in this memo. As described above, there will also be impacts to water and sewer capital budgets.

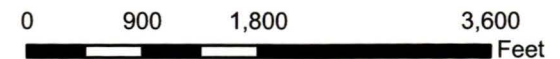
SB:ss

Attachment (1)

- c: Chris Bailey, Public Works Operations Director (via email)
- Jon Goldman, Utility Superintendent - Trans (via email)
- Chris Cerklewski, Civil Engineer III (via email)



Attachmet 1 Vicinity Map  
 Arterial & Collector Streets to Consider for GO Street Bond





## ALBANY COMMUNITY POOL LEASE

Date: June 30, 2019

Between: Greater Albany Public School District 8J (“District”)

And: City of Albany, Oregon, a Municipal Corporation (“City”)

### Section 1. Lease

District leases to City and City leases from District that public recreation facility commonly known as the Albany Community Pool, along with related facilities, more particularly described with reference to the diagram attached hereto as Exhibit "A" and by this reference incorporated herein. The property has street address of 3685 Columbus Street SE; Albany, OR 97322.

### Section 2. Occupancy

2.1 **Term.** The term of this lease shall commence July 1, 2019 and continue through June 30, 2024, unless sooner terminated as provided herein.

2.2 **Renewal.** While no renewal obligation is contained within the terms of this lease the parties hereto express to one another their desire to enter into renewal discussions and agree that should either party seek renewal at the end of the original term, they will open discussions not later than January 2024.

### Section 3. Consideration

**Consideration.** As consideration for this lease, City shall pay District \$100 as prepaid rent for this lease period. The receipt of this sum, and adequacy of the consideration is acknowledged by District. As additional consideration, City agrees that during the time that the Albany Community Pool is being operated by City, it will provide 800 hours per year, of Albany Community Pool facilities for District educational programs which do not generate financial revenue from the use of the Albany Community Pool facilities. City will have exclusive control over the scheduling of such use but agrees to work cooperatively with District to coordinate community use of the leased facilities. The 800 hour per year commitment shall run from lease anniversary date, to lease anniversary date, and not on a calendar or fiscal year basis.

### Section 4. Use of the Premises

**Permitted Use.** City may use the Premises for any lawful activity related to or incidental to City's recreation activities conducted through City's Parks and Recreation Department. City shall be entitled to all revenue generated from use of the Premises.

### Section 5. Repairs and Maintenance

**Obligations.** City will be responsible for the ordinary and routine operating costs to utilize the Albany Community Pool and its related facilities. These obligations will include utility expenses, chemical expenses, staffing expenses, and routine internal maintenance and cleaning. District shall be responsible for repairs and maintenance of the roof, gutters, exterior walls, bearing

walls, structural members, floor slabs, and foundation. District shall maintain the driveways, curbs, parking areas, and areas used in common by City and District. District shall maintain water, sewage, gas, and electrical services up to the point of entry to the leased Premises and shall be responsible for any repairs of the heating and air conditioning systems other than ordinary maintenance.

**Section 6. Extraordinary Expenses**

In the event that the leased facilities require extraordinary expenses outside the ordinary maintenance and repair obligations described in Section 5, the parties agree to immediately communicate with one another concerning the nature of the problem and the extent of anticipated repairs and to thereafter work cooperatively to determine if agreement can be reached concerning an equitable division of the expenses of repair. Upon notification by City to District that an extraordinary repair is required, City may suspend operation of the Albany Community Pool.

Areas that may need attention in the next two years, in accordance with extraordinary expenses, are the plaster pool bottom and bulkhead replacement.

If the parties cannot agree on an equitable division of the expenses of extraordinary repair, either party may exercise their rights under the termination clause hereinafter provided.

**Section 7. Liability Insurance**

Prior to use and possession of the District's swimming pool and general premises, the City of Albany shall procure and keep in force during the term of the lease, and at City's expense, the following insurance coverage with an insurance company(s) approved by District and licensed to do business in the State of Oregon:

- General Liability Insurance with limits no less than the Oregon Tort Claim Act cap limit per occurrence and \$5,000,000 in the aggregate;
- Workers' Compensation Insurance, statutory limits, minimum EL limits of \$500,000, \$500,000, \$500,000; and
- Auto Liability Insurance with limits no less than \$1,000,000 Combined Single Limit.

Such insurance shall name the District as an additional insured. Certificates evidencing such insurance and additional insured endorsement shall be provided prior to possession and use of the facility. The City's insurance shall also mail a 30-day notice of cancellation in favor of the District.

District agrees that the requirement for City to procure and keep in force insurance coverage, as set forth above, shall be deemed satisfied so long as City maintains its status as a Member of City County Insurance Services Trust ("CIS") and maintains coverage through CIS as described in the CIS Liability Coverage Agreement and CIS Workers' Compensation Coverage Agreement, with limits of coverage at least equal to that prescribed in this section.

**Section 8. Indemnification**

The City shall indemnify and defend District from, and reimburse District for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of City on the Premises or any condition of the Premises in the possession or under the control of City including, but not limited to, parking areas and sidewalks used to access the Premises

except for such cost, claim, loss, or liability that may be caused primarily by District's own negligence. The District shall indemnify and defend City from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim caused primarily by District's own negligence involving the Premises.

#### **Section 9. Liens**

(1) Except with respect to activities for which District is responsible, City shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If City fails to pay any such claims or to discharge any lien, District may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by District and shall be payable on demand. Such action by District shall not constitute a waiver of any right or remedy which District may have on account of the City's default.

(2) City may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as District's property interests are not jeopardized. If a lien is filed as a result of non-payment, City shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with District cash or their surety satisfactory to District in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

#### **Section 10. Fire Insurance**

(1) **Insurance Required.** District shall keep the Premises insured at District's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. The City shall bear the expense of any similar insurance insuring the property of the City on the Premises against such risks but shall not be required to insure.

(2) **Waiver of Subrogation.** Either party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

#### **Section 11. Taxes**

(1) **Property Taxes.** In the event that District, City or either parties' assigns are somehow required to pay taxes and assessments regarding the premises, such taxes and assessments shall be paid by City. City shall pay as due all taxes on its personal property located on the Premises. City shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of District or City.

(2) **Contest of Taxes.** City shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. District shall cooperate in any reasonable manner with such contest by City.

**(3) Proration of Taxes.** City's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

**(4) New Charges or Fees.** If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, City shall pay such charge or fee. City, however, shall have no obligation to pay any income, profits or franchise tax levied on the net income derived by District from this lease.

**Section 12. Utility Metering Reading**

(1) City shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

(2) District agrees to pay the costs to provide separate utility metering for electric, gas, and water utilities for the leased Premises. City's obligation to pay utility expenses shall not begin until such separate metering has been installed.

**Section 13. Parking**

The leased Premises shall include not less than 16 dedicated parking spaces in the location shown on Exhibit "A."

**Section 14. Eminent Domain**

All proceeds of condemnation whatsoever, whether partial or total, shall go to District. City shall not have recourse against District for compensation.

**Section 15. City's Right to Install Signage and Make External Modifications**

Notwithstanding any other provisions of this agreement, City shall have the right to install signs and paint portions of the exterior of the Albany Community Pool building as City may deem necessary or desirable to enhance community usage and identify the facility as one being operated under City control. Such signage and painting will be undertaken at City expense. District will be consulted concerning the design and location of any such signage.

At the end of the lease term, upon demand of the District, City shall remove any signage or painting installed by City which is deemed by District to be incompatible with facilities future use.

**Section 16. Disputes, Arbitration, Court**

If any dispute arises between the parties involving this agreement either party may request for final and binding arbitration. Only one arbitrator shall be utilized. That arbitrator shall be decided upon mutual consent of the parties. If the parties cannot agree, then the Linn County Circuit Court shall decide the arbitrator.

**Section 17. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of District; such consent may be unreasonably withheld.

**Section 18. Termination**

(1) Either party may terminate this agreement for reason listed in Section 6 above by giving the other party written notice in which event, both parties shall be relieved of any requirements of this Agreement and the District may retake possession of the leased premises. If there is a suspension of pool operations under Section 6, the District may terminate this Agreement and both parties shall be relieved of any requirements of the Agreement.

(2) Except as provided in Sections 6 and 19(1) above, either party may terminate this agreement, without cause, by giving six (6) months' notice, in writing, to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

District:

By: \_\_\_\_\_

Title: \_\_\_\_\_

City:

By: \_\_\_\_\_

Title: \_\_\_\_\_