



**LARRY WALKER**  
Auditor/Controller – Recorder

4:54 PM  
LM

R Regular Mail

Recording Requested by  
and when Recorded mail to:  
City Clerk  
City of Redlands  
PO Box 3005  
Redlands, CA 92373

Doc#: 2007 – 0472267

Titles: 1 Pages: 13



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

**FEES NOT REQUIRED**  
PER GOVERNMENT CODE  
SECTION 6103

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this 17<sup>th</sup> day of July, 2007 (the “Effective Date”), by and between the City of Redlands, a municipal corporation (hereinafter “Lessor”) and Kimberly – Shirk Association, a non-profit organization (hereinafter “Lessee”). Lessor and Lessee are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

In consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the City of Redlands and Kimberly – Shirk Association agree as follows:

### AGREEMENT

Section 1. Premises. Lessor hereby leases to Lessee that certain building commonly known as the “Carriage House” located in Prospect Park in the City of Redlands (the “Premises”). The Premises are more particularly described in Exhibit “A,” which is attached hereto and incorporated herein by this reference.

Section 2. Term. The term of this Lease shall be for a period of ten (10) years commencing on this Lease’s Effective Date. Lessee shall have the option to extend the term of this Lease for two (2) successive ten (10) year terms on the same terms and conditions as this Lease. Lessee may exercise such option by providing written notice to Lessor within thirty (30) days before the date of expiration of the original term of this Lease, or the then-expiring extension term of this Lease.

Section 3. Rent. Lessee shall pay Lessor rent in the sum of Ten Dollars (\$10.00) (“Rent”) per year for use and occupancy of the Premises. In addition to Rent, Lessee shall pay Lessor twenty-five percent (25%) of the net revenue Lessee receives from any events held by for-profit organizations at the Premises, and ten percent (10%) of the net revenue Lessee receives from any events held by non-profit entities at the Premises (the “Event Proceeds”). Further, if Lessee subleases or rents the “apartment” within the Premises to a caretaker for the Premises, Lessee shall pay Lessor twenty-five percent (25%) of the rent received by Lessee from such sublease or rental (“Sublease Rent”). The Rent shall be payable within ten (10) days of the Effective Date of this Lease and, thereafter on or before the anniversary date of the Effective

Date of this Lease. The Event Proceeds and the Sublease Rent shall be payable quarterly, on or before each March 30, June 30, September 30, and December 31, each year during the term of this Lease. The Rent and Event Proceeds shall be payable at the office of Lessor at 35 Cajon Street, Redlands, California 92373.

Section 4. Use of Premises.

A. During the term of this Lease, and any extension thereof, the Premises shall be used by Lessee for the purpose of fund raising events for Lessee's business and operations, the subleasing or rental of the "apartment" within the Premises to a caretaker for the Premises, and any other use associated with or necessary to accomplish these purposes. No other use of the Premises is permitted without the prior written consent of Lessor.

B. During the term of this Lease, Lessor shall retain the right to use of the Premises for itself, and for third party bookings sponsored by Lessor. Lessor shall coordinate all such use and bookings with Lessee.

C. In connection with any third party booking of the Premises, Lessor shall require the third party to secure liability insurance satisfactory to Lessor for the use of the Premises and to provide Lessor with a Certificate of Insurance naming Lessor and Lessee as additional insureds, and to agree to defend, indemnify and hold Lessor and Lessee harmless in connection with any claims, damages, losses, costs and liabilities arising from the third party's use of the Premises.

D. At Lessor's request, Lessee shall issue the appropriate key(s) to third parties who have booked the Premises through Lessor, provided that such third parties have presented Lessee with a copy of Lessor's approved reservation form and satisfied the insurance and indemnification requirements with respect to Lessor and Lessee referenced in this Section, and have paid to Lessee a deposit to ensure return of the keys to Lessee. Lessee shall have no obligation to provide any services, staff or equipment to any third party.

Section 5. Utilities. Lessee shall pay all costs associated with the furnishing of utilities to the buildings comprising the Premises. Lessor shall pay all costs associated with the furnishing of utilities to the grounds surrounding the Premises.

Section 6. Alterations and Repairs. Lessee accepts the Premises in their "as-is" condition as of the Effective Date of this Lease, without any warranty, express or implied.

Section 7. Maintenance of Premises.

A. Lessee shall, at its own cost, maintain the Premises in good order and repair, present condition and reasonable wear and tear excepted, except as provided in Subsection B, below. Lessee shall also, at its own cost, maintain in good order all grounds within ten (10) feet of the Premises. Lessor shall be responsible maintenance of all other grounds. Lessor shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes.

Should an inspection disclose the need for maintenance or repairs, Lessor shall provide Lessee with written notice of the items requiring repair or maintenance. If action is not taken on such items by Lessee within sixty (60) days from the provision of such notice, Lessor may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Lessee's expense. Lessee shall also be responsible for any costs of any repairs to the structural elements of the Premises caused by Lessee's or its employees', agents' and invitees' actions during the term of this Lease.

B. Lessor shall be responsible for maintenance and repair of all of the structural elements, the plumbing, electrical and mechanical systems of the Premises. "Structural Elements" shall include the roof, gutters, downspouts, walls, doors, windows, stairs, structural supports and foundation of the Premises. Lessor shall be responsible for the repair of any damages and wear and tear to the Premises arising from any third party bookings.

C. Lessor shall be responsible for any damages or repairs to the Premises arising from or in connection with any "act of God" including, but not limited to, flood, fire and earthquake.

D. Lessor and its agents shall have the right to enter upon and into the Premises at all reasonable times for the purpose of inspecting the same, to make alterations or repairs to the Premises, or for maintaining any service provided by Lessor to Lessee. Except in emergencies, Lessor shall give Lessee forty-eight (48) hours prior written notice of such entry. Lessor agrees that such entry shall be performed in a manner which minimizes any interference with Lessee's business.

E. Lessor shall be responsible for opening and closing of the chains securing the park which are located on the access road to the Premises.

F. On the expiration or earlier termination of this Lease, Lessee shall promptly *surrender and deliver the Premises to Lessor in as good condition as the Premises are in on the Effective date of this Lease, excluding reasonable wear and tear.*

Section 8. Improvements. Lessee shall not make any improvements to the Premises without the prior written consent of Lessor except, that after making reasonable attempts to contact Lessor for its approval, Lessee may undertake minor maintenance and repairs to the Premises which Lessee determines are immediately necessary to protect against injury to persons or property. Within three (3) days of performing any minor maintenance or repairs not verbally approved by Lessor, Lessee shall provide written notification to Lessor of the same. All Lessee proposals for improvements shall be submitted in writing to Lessor for its consideration and prior approval. Lessor shall approve or disapprove such proposals within twenty (20) days of their submission. With the prior written consent of Lessor, Lessee may enter into contracts and agreements for improvement work to be performed by contractors, pursuant to all applicable laws, including prevailing wage laws; and volunteers in accordance with Labor Code section 1720.4. Lessor shall not assess an administrative fee on such contracts or agreements administered by Lessee. Lessee shall have the right to remove all improvements made by it to the Premises

provided such removal results in no damage to the Premises. Improvements not removed by Lessee shall, on expiration or earlier termination of this Lease, remain on the Premises and become the property of Lessor.

Section 9. Indemnity.

A. Lessee shall defend, indemnify and hold harmless Lessor, and its elected officials, officers and employees from and against any and all claims, causes of action, damages and liability resulting from the Lessee's negligent acts or omissions, and intentional wrongful acts of Lessee, and its agents and employees and invitees, during Lessee's occupation and use of the Premises during the term of this Lease.

B. Lessor shall defend, indemnify and hold harmless Lessee, and its officers, directors and employees from and against any and all claims, causes of action, damages and liability resulting from the Lessor's negligent acts or omissions, and intentional wrongful acts of Lessor, and its agents, employees and invitees during Lessee's occupation and use of the Premises during the term of this Lease.

Section 10. Public Liability and Property Damage Insurance. Lessee shall maintain at its own cost for the term of this Lease, public liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, issued by an insurance company acceptable to Lessor. Lessee shall provide Lessor with a certificate of insurance and endorsements showing Lessor as an additional insured on the policy prior to Lessee's use and occupancy of the Premises. Such insurance shall be primary with respect to Lessor and non-contributory to any insurance or self-insurance maintained by Lessor. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give Lessor at least thirty (30) days prior written notice. Lessor and Lessee acknowledge and agree that the insurance required of Lessee is subject to annual review by Lessor and subject to increases in the amount and scope of coverage, as reasonably determined by Lessor.

Section 11. Assignment of Rights. Lessee shall not encumber, assign, sublease or otherwise transfer this Lease, or any right or interest therein, including any sublease or rental of the "apartment" within the Premises, without the prior written consent and approval of the terms of such assignment or sublease of Lessor. Any such encumbrance, assignment, sublease or transfer without such prior consent and approval of Lessor shall constitute a breach of this Lease and may, at the sole discretion of Lessor, result in the immediate termination of this Lease. Lessor further acknowledges that subject to the provisions of this Lease, Lessee shall have the right to receive payment for any assignment or sublease from the assignee or sublessee, and that Lessee may impose reasonable conditions on any assignment or sublease including, but not limited to, conditions relating to the provision of insurance covering Lessee and Lessor.

Section 12. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Lease, the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 13. Property Insurance.

Lessee shall, at its own cost, maintain an insurance policy issued by an insurance company acceptable to Lessor insuring, all fixtures, equipment, furniture and personalty. Lessor assumes no responsibility for the loss, damage or destruction of items belonging to Lessee or others on the Premises.

Section 14. Possessory Interest. In accordance with California Revenue and Tax Code Section 107.6, Lessor is hereby notifying Lessee that the leasehold interest created by this Lease may be subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest. Lessee shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or non-payment) of such taxes.

Section 15. Notices. Any and all notices required or permitted by this Lease shall be in writing and shall be deemed served when personally delivered or when deposited in the United States Mail, certified, return receipt requested, first-class postage prepaid to the Parties at their respective addresses unless by such notice a different person or address shall have been designated:

Lessor:  
City Clerk  
City of Redlands  
P.O. Box 3005  
Redlands, CA 92373

Lessee:  
Executive Director  
Kimberly Crest House and Gardens  
1325 Prospect Drive  
P.O. Box 206  
Redlands, CA 92373

Section 16. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the leasing of the Premises to Lessee. Any prior written or oral agreements or representations respecting the Premises or their leasing by Lessor or Lessee not expressly set forth herein are null and void.

Section 17. Amendments. Any and all amendments to this Lease shall be in writing and executed by the Parties.

Section 18. Breach and Default by Lessee. All covenants and agreements contained in this Lease are declared to be conditions of this Lease, and to the Term for which the Premises are hereby leased to Lessee. Should Lessee fail to perform any covenant, condition or agreement contained in this Lease and the default not be cured within thirty (30) days after written notice of

the default is served on Lessee by Lessor, then Lessee shall be in default under this Lease; provided, however, that if the default is one not capable of cure within such thirty (30) days, Lessee shall so notify Lessor in writing, shall commence action to cure within such thirty (30) days and prosecute such cure diligently until completion within a reasonable time. Lessee's failure to complete such cure within a reasonable time shall also constitute a default by Lessee.

Section 19. Termination.

A. Lessor shall have the right to terminate this Lease upon fourteen (14) months prior written notice to Lessee. Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor.

B. In the event of any default of this Lease by Lessee, in addition to any other rights or remedies Lessor may have, Lessor shall have the immediate right of reentry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of Lessee. Further, in the event of a default of this Lease by Lessee, Lessor shall have the option of immediately terminating this Lease. All remedies of Lessor under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which Lessor may have. In the event of any termination of this Lease by Lessor, Lessor shall pay to Lessee the then-appraised value of any capital improvements to the Premises made by Lessee during the term of this Lease.

Section 20. Waiver. No waiver by either Party of any provision of this Lease, or, shall be deemed to be a waiver of any other provision of this Lease, or of any subsequent breach by either Party of the same or any other provision of this Lease.

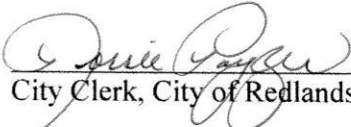
Section 21. Severability. If any particular provision of this Lease is held invalid or unenforceable for any reason, this Lease shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Executed on the 17 day of July, 2007, at Redlands, California

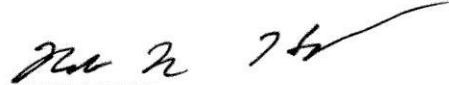
CITY OF REDLANDS (Lessor)

  
\_\_\_\_\_  
Mayor, City of Redlands

ATTEST:

  
\_\_\_\_\_  
City Clerk, City of Redlands

KIMBERLY – SHIRK ASSOCIATION  
(Lessee)

  
\_\_\_\_\_  
Robert Heinze, President

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) SS  
CITY OF REDLANDS )

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 17th, 2007, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison, Mayor and Lorrie Poyzer, City Clerk { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Teresa Ballinger  
Teresa Ballinger, Assistant City Clerk  
(909)798-7531

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**CAPACITY CLAIMED BY SIGNER(S)**

- Individual(s) signing for oneself/themselves**
- Corporate Officer(s)**  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_
- Partner(s)**  
Partnership \_\_\_\_\_
- Attorney-In-Fact**  
Principal(s) \_\_\_\_\_
- Trustee(s)**  
Trust \_\_\_\_\_
- Other**  
Title(s): Mayor and City Clerk  
Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Lease Agreement

Date of Document: July 17, 2007

Signer(s) Other Than Named Above: Kimberly - Shirk Association, by: Robert Heinze, President



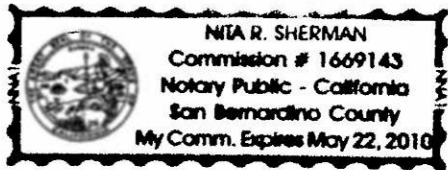
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } ss.

On July 11, 2007 before me, Nita R. Sherman, Notary Public  
personally appeared Robert R. Heinze  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nita R. Sherman  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Lease Agreement w/ City of Redlands for Cottage House  
Document Date: 7/11/2007 Number of Pages: 11

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Robert R. Heinze  
 Individual  
 Corporate Officer — Title(s): President of Kimberly Shirk Association  
 Partner —  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: Kimberly Shirk Association





Kimberly Crest House & Gardens

Redlands, California

# Kimberly Crest House and Gardens

1325 Prospect Drive / P.O. Box 206 - Redlands, California 92373  
(909) 792-2111 Phone - (909) 798-1716 Fax - [www.kimberlycrest.org](http://www.kimberlycrest.org)

A City of Redlands Historical Landmark, listed on the California Register of Historical Resources and on the National Register of Historical Places

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## **Proposal for Management of Prospect Park – Carriage House**

I'd like to start with the history of the relationship between the Kimberly Family and Mrs. Shirk, Kimberly Crest House & Gardens and Prospect Park. In 1963 there was a community effort to save Prospect Park (a 39 acre Botanical Park east, and adjacent to Kimberly Crest) for the City of Redlands. To motivate support of this project, Mrs. Shirk promised to give her home to the "people of Redlands", if the needed money was raised. The park was purchased and given to the City in 1968. The following year the Kimberly Shirk Association, a non-profit organization was formed. In her will, Mrs. Shirk left her house to the Association, for the people of Redlands. Mrs. Shirk was also one of the originating Directors of the Friends of Prospect Park. So historically this is a perfect marriage between Prospect Park and Kimberly Crest House & Gardens, and we have come full circle.

I'd like to touch on some of the responsibility of the Management Group (Kimberly Shirk Association - KSA) of the Carriage House at Prospect Park, and various items that will remain the responsibility of the Public Works Department for the City of Redlands. They are listed as follows:

### **Management Terms & Responsibilities:**

- Term of lease to be 25 years at the charge of \$ 1.00 per year, to be paid in full upon lease/contract completion.
- Monetary gain from the rentals of the Carriage House and the Pavillion at Prospect Park will be contracted, collected and kept by the Kimberly Shirk Association, which will be referred to from hereon in as KSA.
- KSA will be responsible for the day-to-day care and maintenance of the Carriage House. KSA will be responsible for maintaining and keeping clean, 10 feet out from the carriage house.
- The Prospect Park maintenance itself will remain the responsibility of the Park & Recreation Department of the City. The City will be responsible for the maintenance of the plants in the park as well as outside the carriage house.
- The Prospect Park Parking Lot will be a shared lot, with the public, and event traffic from the Carriage House, however maintained by the city.

## **EXHIBIT "A"**

*"Preserving the past, enriching the future"*



# Kimberly Crest House and Gardens

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Kimberly Crest House & Gardens

Redlands, California

- 10% of all proceeds will be put into a restricted account selected, and maintained by KSA, to be used for future maintenance of the Carriage House. (For example, structural, plumbing, floor, roof, etc...)
- Ability to sublease any portion of the Carriage House, apartment, basement, closet, garage area, etc. to be determined by KSA. Examples of this are Redlands Conservancy Group to sublease a closet area for storage, or the Horticultural Society to utilize some space in the garage area, and/or the Museum to run a satellite museum from the basement of the Carriage House, etc. Any sublease agreements will be required to pay a fee to KSA, or acquire insurance, to name the City and KSA as additionally insured.
- To be granted permission from the City for KSA to hire needed contractors, maintenance or service personnel, staff, etc. to provide any work in/on/or around the Carriage House.
- Building utilities for the Carriage House will be the responsibility of KSA. However, the outside utilities for the Park are still the responsibility of the City.
- Any causes by “Mother Nature” for example, flood, fire, earthquake, terrorism, vandalism, main water line breaks, etc. will be the responsibility of the City of Redlands.
- KSA will carry insurance for liability at events at the Carriage House, as well as D & O Insurance.
- Opening and closing of the park to be handled by the City of Redlands.
- Cancellation Clause as agreed upon by both parties, keeping in mind that events are scheduled out 1+ years in advance.

## EXHIBIT “A”

*“Preserving the past, enriching the future”*

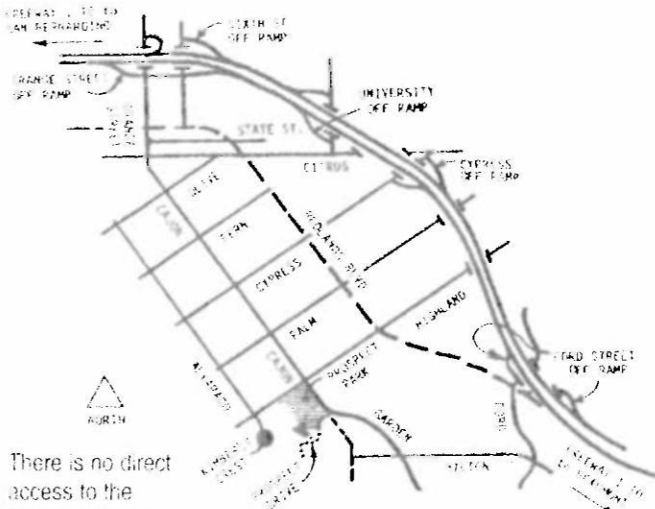


U.S. SAMUEL PUBLIS LIBRARY ARCHIVE

President Theodore Roosevelt visits Prospect Park.

*Have your business or social gathering at the Carriage House in Prospect Park – a site that has attracted top leaders for nearly a century!*

**Directions to  
PROSPECT PARK  
CARRIAGE HOUSE**



There is no direct access to the Carriage House from the drive serving Kimberly Crest at the intersection of Alvarado Street.

The driveway to the Carriage House is off Prospect Drive, which is a narrow street leading west from the wide intersection where Garden Street joins Cajon Street.

# PROSPECT PARK

## CARRIAGE HOUSE & GARDEN PAVILION

IN REDLANDS, CALIFORNIA

*The Best Location  
for Your...*

- Wedding, Reception,*
- Recital, Luncheon,*
- Business Seminar,*
- Concert, Art Exhibit,*
- Anniversary or*
- Birthday Celebration!*




**AVAILABLE FOR RENTAL**

FOR GROUPS UP TO 125 PEOPLE

For more information on Carriage House rentals,  
or Friends of Prospect Park membership and  
endowment opportunities, please write to:

CARRIAGE HOUSE • BOX 566 • REDLANDS, CA 92373



*"In the same spirit that we thank the previous generation and our contemporaries for their voluntary contributions on behalf of the park, we extend a hearty 'welcome' to the untold thousands of future Friends of Prospect Park."*

Jane Hillson, then Friends president, commemorating the 30th anniversary celebration of the dedication of Prospect Park to the City of Redlands by the people of Redlands, Nov. 15, 1998.

**THE PROSPECT PARK CARRIAGE HOUSE** offers the following rental spaces for your consideration:

### **HILLSEN HALL**

*(Named in honor of Jane Hillson, who oversaw the Carriage House renovation during her presidency.)*

Size: about 54 feet by 58 feet

Maximum capacity inside, per the Redlands Fire Department, 125 assembly set-up with chairs (no tables) or 80 at tables

Rest rooms, equipped for people with disabilities

Furniture Available:

100 chairs

10 six-foot tables

2 eight-foot tables

Podium

Sound System

Concert Grand Piano - unlocking fee, for use by qualified musicians only

Recommended uses are cited on the brochure cover.

### **CATERING KITCHEN**

*Adjacent to Hillson Hall*

Features: Large Refrigerator

Large Freezer

Standard Range for warming only

Microwave

Large coffee makers

There are no dish washing facilities.

Caterers are to provide dishes and silverware.

### **ENTRANCE PATIO**

Provides additional space, weather permitting, for 6 rented round tables and rented chairs for about 60

### **LOWER LEVEL**

#### **DIRECTORS' ROOM**

Size: about 20 feet by 21 feet

Maximum capacity: 49

Rest rooms, equipped for people with disabilities

Recommended uses:

Small gatherings, including bridge parties (accommodates 8 tables)

Small business seminars

Board meetings

Ideal for showing slides, video and computer presentations

#### **BRIDE & GROOM**

#### **DRESSING ROOMS**

The wedding party may dress in comfort and privacy in these separate areas for the guests of honor.

#### **CARRIAGE HOUSE MUSEUM**

Dedicated to the history of Prospect Park and the early citrus industry in Redlands. Opened upon request, pending available volunteer staffing.

**EXHIBIT "A"**

Assessment District No. 1 pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code. Mayor Harrison declared the meeting open as a public hearing. Public Works Director Mutter reported the preliminary report for the Street Lighting Assessment District No. 1 was presented to the City Council on April 3, 2007. The City Council adopted Resolution No. 6585 granting preliminary approval to the Engineer's Report on June 19, 2007, and adopted Resolution No. 6586 setting this time and place for a public hearing to consider its intention to levy and collect assessments for Fiscal Year 2007-08. Although there will be no increase in assessments over the 2007-08 fiscal year, Public Works Director Mutter reported staff is working with our consultant, and we may hold an election in the future in order to cover the actual cost of the assessment district. Mayor Harrison called for any public comments. There being no verbal or written comments, the public hearing was declared closed. Councilmember Gilbreath moved to adopt Resolution No. 6587. Motion seconded by Councilmember Gil and carried unanimously.

Councilmember Gilbreath encouraged staff to explore future assessment districts for infrastructure repairs within neighborhoods so that residents could pay for sidewalk or street repairs in their own neighborhood.

#### UNFINISHED BUSINESS

**Lease Agreement - Carriage House - Public Works Director Mutter reported events held at the Carriage House in Prospect Park were originally administered by the City. An agreement was developed a number of years ago with the Friends of Prospect Park to allow them to administer the booking and rental of events in exchange for their keeping revenues earned. Last year, the Friends of Prospect Park decided to discontinue this program. A new lease was negotiated with the Kimberly-Shirk Association which includes payment to the City of 25 percent of the net revenue received from events held by for-profit organizations and 10 percent of the net revenue received from events held by non-profit entities, and these funds will be used towards on-going maintenance of the Carriage House. Councilmember Gilbreath moved to approve the lease agreement with the Kimberly Shirk Association for the lease of the Prospect Park Carriage House and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City and directed staff to establish an administrative process for the funds we will receive to be used for on-going maintenance of the Carriage House. Motion seconded by Councilmember Gallagher and carried unanimously.**

#### PUBLIC COMMENTS

None forthcoming.