

**Agenda for the
Englewood City Council
Study Session
Monday, August 24, 2015
Englewood Civic Center • Community Room
6:00 p.m.**

- I. Introduction of new Englewood Schools Superintendent Wendy Rubin
6:00 p.m. – 6:05 p.m.**
- II. Budget Follow Up 6:05 p.m – 6:50 p.m.**
City Manager/Acting Finance Director Eric Keck and Revenue and Budget Manager Jennifer Nolan will be present to finalize the proposed 2016 Fiscal Budget.
- III. Concrete Alley Project 6:50 p.m. – 7:20 p.m.**
Public Works Director Rick Kahm, Deputy Public Works Director Dave Henderson, and Field Operations Administrator Larry Nimmo will be present to discuss the proposed concrete alley project with Council.
- IV. Public Comment/Response Protocol 7:20 p.m.**
City Council will discuss the protocol for responding to scheduled and unscheduled public comment and create a new process.
- V. Council Member's Choice**
- VI. City Manager's Choice**
- VII. City Attorney's Choice**



Memorandum:

To: Honorable Mayor and Members of the City Council
From: Eric A. Keck, City Manager
Date: 19 August 2015
Subject: FY 2016 Budget Follow Up

As a follow up to the introduction of the proposed Fiscal Year 2016 budget, Council will recall that there was consensus to add the following projects to the be paid out of the excess in the policy relating to the requisite percentage of unassigned fund balance.

Enterprise Resource Planning Software Replacement	\$1,000,000
Additional Funding for Road/Bridge Refurbishment	\$300,000
Public Facility Design and Funding Study	\$100,000
Broadway Pedestrian Crossing Analysis/Design	\$130,000

The amount of \$1,576,243 that could be appropriated for one time expenditures such as capital projects and equipment will now be reduced by \$1,530,000.

Council had also previously enunciated a desire for staff to look at adding additional police officers in the Fiscal Year 2016 budget. Please see the accompanying memorandum from Commander Sam Watson wherein he states the case for four additional officers. The cost of these four additional officers is substantial. The total personnel costs would be approximately \$282,252. Capital equipment would be an additional cost. Police vehicles alone with the up fitted equipment are around \$30,000 each. In order for the City to be able to hire additional officers, we must locate additional ongoing revenues to cover the cost of the employees. As I have stated previously, we have not completed the reorganization of the entire enterprise yet that might enable us to fund these additional employees. Additional time in analyzing this matter will allow me to better guide the Council in how to fund these officers.

Another item that was raised by Council at the initial budget meeting was the funding provided to the Museum of Outdoor Arts. Staff has had the opportunity to examine the agreements relating to the MOA and the City and has determined that the \$96,000 provided to the MOA could be removed from the budget. The City had to set aside a reserve account during the first ten years of the MOA's occupancy of the space. This reserve language from the MOA agreement has been satisfied as of 2010. As such, Council's question as to if the

City could withhold the funding for MOA and utilize this money for pressing operational needs could be done. The MOA could still enjoy the use of the space free of rent, operating and maintenance costs. Attached you will find the complete compendium of MOA agreements with the City of Englewood.

Clarification from Council is sought on the use of funds as well as the sources to cover the potential for additional police officers. Other than that, our budget is ready to move forward for public hearing on the 21st of September and then an additional budget workshop on the 28th to address citizen promulgated concerns.

If you should have any questions or comments, please do not hesitate to contact me.

City of Englewood, General Fund Revenue, Expenditure, & Fund Balance 2010 - 2020
For 08/24/2015 Study Session

		S/T Increase (Decrease)	1.17%	4.17%	2.88%	4.79%	6.00%	-2.57%	7.77%	3.00%	2.75%	2.75%	2.75%	2.75%					
		Property Tax	1.67%	-0.88%	-3.99%	0.90%	-0.29%	0.26%	0.00%	10.00%	1.00%	10.00%	1.00%	5.00%					
		All Other Taxes	-7.03%	-9.81%	-0.75%	13.56%	3.85%	-8.38%	0.00%	-1.98%	1.50%	1.50%	1.50%	1.50%					
		Franchise	6.83%	0.43%	11.38%	5.81%	3.44%	-5.94%	4.34%	0.79%	3.00%	3.00%	3.00%	3.00%					
		Other Revs	-6.49%	6.64%	7.43%	-2.53%	4.08%	-3.35%	-5.94%	-3.18%	2.00%	2.00%	2.00%	2.00%					
		Investments	-56.28%	-9.46%	-7.68%	-112.16%	-768.49%	29.01%	0.00%	-1.95%	3.00%	3.00%	3.00%	3.00%					
		Expenditures	-0.25%	1.53%	1.95%	-0.35%	5.84%	4.94%	-1.14%	-0.88%	3.00%	3.00%	3.00%	3.00%					
Line		Actual 2010	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Restated Budget 2015	Estimate 2015	Proposed Budget 2016	Other O&M Additions	Revised 2016 Proposed Budget	2017 Capital Projects Related O&M	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Net \$ Change '10 - '14	Avg % Change '10 - '14	Avg \$ Change '10 - '14
	REVENUES																		
1	Property	3,020,884	2,994,213	2,874,816	2,900,715	2,892,433	2,900,000	2,900,000	3,190,000		3,190,000		3,221,900	3,544,090	3,579,531	3,758,507	(128,451)	-0.85%	(25,690)
2	Specific Ownership	263,434	246,062	243,293	266,881	291,670	260,000	260,000	260,000		260,000		263,900	267,859	271,876	275,955	28,236	2.14%	58,334
3	Sales and Use (Net of Refunds)	20,866,515	21,737,110	22,363,618	23,433,775	24,839,296	24,200,000	26,081,262	26,863,699		26,863,699		27,602,451	28,361,518	29,141,460	29,942,850	3,972,781	3.81%	794,556
4	Franchise Fees	2,620,191	2,631,393	2,930,888	3,101,310	3,207,978	3,017,550	3,148,550	3,173,550		3,173,550		3,268,757	3,366,819	3,467,824	3,571,858	587,787	4.49%	641,596
5	Cigarette	196,320	190,763	189,618	195,088	188,652	179,000	179,000	170,050		170,050		164,949	160,000	155,200	150,544	(7,668)	-0.78%	(1,534)
6	Hotel/Motel	8,806	9,820	10,395	12,039	11,949	12,000	12,000	12,000		12,000		12,180	12,363	12,548	12,736	3,143	7.14%	2,390
7	Total Taxes	26,976,150	27,809,361	28,612,628	29,909,808	31,431,978	30,568,550	32,580,812	33,669,299	-	33,669,299	-	34,534,136	35,712,649	36,628,439	37,712,451	4,455,828	3.30%	891,166
8	Licenses and Permits	695,563	778,536	983,359	1,446,578	1,576,298	1,107,122	1,168,222	1,168,222		1,168,222		1,191,586	1,215,418	1,239,727	1,264,521	880,735	25.32%	176,147
9	Intergovernmental Revenue	1,465,970	1,724,807	1,865,722	1,488,204	1,869,045	1,400,924	1,624,318	1,301,662		1,301,662		1,327,695	1,354,249	1,381,334	1,408,961	403,075	5.50%	80,615
10	Charges for Services	3,254,830	3,384,318	3,441,525	3,469,845	3,215,032	3,318,899	2,905,192	2,551,862		2,551,862		2,602,899	2,654,957	2,708,056	2,762,217	(39,798)	-0.24%	(7,960)
11	Recreation	2,489,781	2,635,221	2,615,642	2,420,443	2,466,421	2,556,900	2,485,500	2,592,400		2,592,400		2,644,248	2,697,133	2,751,076	2,806,097	(23,360)	-0.19%	(4,672)
12	Fines and Forfeitures	1,437,957	1,284,758	1,381,453	1,317,707	1,350,165	1,396,844	1,008,350	1,008,350		1,008,350		1,028,517	1,049,087	1,070,069	1,091,470	(87,792)	-1.22%	(17,558)
13	Net Investment Income	100,545	91,034	84,045	(10,223)	88,340	88,164	88,164	86,446		86,446		89,039	91,711	94,462	97,296	(32,205)	-6.41%	(13,668)
14	Net Rental Revenues - McLellan	105,125	425,159	551,295	573,526	684,683	858,882	858,882	1,150,000		1,150,000		400,000	400,000	-	-	579,558	110.26%	115,912
15	Other Revenue	293,658	173,381	354,130	285,932	210,531	329,413	262,212	211,088		211,088		280,000	280,000	280,000	280,000	(83,127)	-5.66%	(16,625)
16	Total Revenues	36,819,579	38,306,575	39,889,799	40,901,820	42,872,493	41,625,698	42,981,652	43,739,329	-	43,739,329	-	44,098,121	45,455,204	46,153,163	47,423,014	6,052,914	3.29%	1,210,583
	EXPENDITURES																		
	General Government																		
17	Legislation (includes MOA contractual obligation)	309,870	298,731	316,043	280,920	329,738	357,575	356,381	354,591		354,591		365,229	376,186	387,471	399,095	19,868	1.28%	3,974
18	City Attorney	702,228	706,841	712,036	719,781	726,377	869,106	886,605	810,022		810,022		834,323	859,352	885,133	911,687	24,149	0.69%	4,830
19	Municipal Court	901,469	848,775	886,249	922,245	942,264	1,085,494	1,038,709	1,058,583		1,058,583		1,090,340	1,123,051	1,156,742	1,191,444	40,795	0.91%	8,159
20	City Manager (2016 includes Denver Fire Contract and related programs)	659,882	639,184	658,047	675,844	673,402	8,767,741	8,226,080	6,586,762		6,586,762	11,400	6,795,765	6,999,638	7,209,627	7,425,916	13,520	0.41%	2,704
21	Community Development (2016 includes Building Division Programs)	1,301,473	1,359,264	1,262,451	1,113,710	1,128,034	2,092,306	2,081,148	2,134,278		2,134,278		2,198,306	2,264,256	2,332,183	2,402,149	(173,439)	-2.67%	(34,688)
22	Human Resources (Effective 2016 reported under FAS)	419,421	430,792	469,343	408,551	441,956	-	-	-		-		-	-	-	-	22,535	1.07%	4,507
23	Finance and Administrative Services (FAS) (2016 includes HR and IT Programs)	1,445,581	1,446,313	1,464,305	1,533,060	1,566,733	3,713,334	3,878,168	3,950,669		3,950,669	183,000	4,252,189	4,379,755	4,511,147	4,646,482	121,152	1.68%	24,230
24	Information Technology (Effective 2016 reported under FAS)	1,280,660	1,332,766	1,373,943	1,336,591	1,348,275	-	-	-		-		-	-	-	-	67,615	1.06%	13,523
25	Contributions to Component Unit	-	-	-	-	-	-	-	-		-		-	-	-	-	0	0.00%	0
26	Contingency	48,139	152,423	143,810	88,360	211,622	200,000	250,000	250,000		250,000		257,500	265,225	273,182	281,377	163,483	67.92%	32,697
27	Total General Government	7,068,723	7,215,089	7,286,227	7,079,062	7,368,401	17,085,556	16,717,091	15,144,905	-	15,144,905	194,400	15,793,652	16,267,462	16,755,486	17,258,150	299,678	0.85%	59,936
28	Direct Government																		
	Safety Services																		
	Fire Services (Effective 2016 the Denver Fire Contract is reported under City Manager's Office, Fire Marshal program is reported under Police and Building Division is reported under Community Development)	7,425,903	7,666,842	8,100,554	8,002,677	9,176,241	-	-	-		-		-	-	-	-	1,750,338	4.71%	350,068
29	Police Services (2016 includes Fire Marshal Programs)	10,312,633	10,395,239	10,788,935	11,226,157	11,872,226	12,457,100	12,436,555	13,044,532		13,044,532	1,339	13,437,207	13,840,323	14,255,533	14,683,199	1,559,593	3.02%	311,919
30	Public Works (includes CAM contractual obligation)	5,137,364	5,259,875	5,202,903	5,234,383	5,440,975	5,790,091	5,730,645	6,208,706		6,208,706		6,394,967	6,586,816	6,784,421	6,987,953	303,611	1.18%	60,722
31	Recreation	5,811,809	5,717,147	5,649,246	5,402,600	5,474,428	6,053,116	6,027,588	6,161,594		6,161,594		6,346,442	6,536,835	6,732,940	6,934,928	(237,381)	-0.82%	(47,476)
32	Library	1,284,083	1,145,613	1,180,771	1,174,656	1,165,446	1,317,657	1,283,016	1,241,179		1,241,179		1,278,414	1,316,767	1,356,270	1,396,958	(118,637)	-1.85%	(23,727)
33	Total "Direct" Government	29,971,792	30,184,716	30,922,409	31,040,473	33,229,316	25,617,964	25,477,804	26,656,011	-	26,656,011	1,339	27,457,030	28,280,741	29,129,163	30,003,038	3,257,524	2.17%	651,505
34	Total Expenditures Before Non-Discretionary	37,040,515	37,399,805	38,208,636	38,119,535	40,597,717	42,703,520	42,194,895	41,800,916		41,800,916	195,739	43,250,682	44,548,203	45,884,649	47,261,189	3,557,202	1.92%	711,440
35	Estimated Lump Sum Expenditure Increase																		
36	Debt Service (Non-Discretionary):	1,860,827	2,096,463	2,056,951	2,005,830	1,869,903	1,863,314	1,863,316	1,871,644		1,871,644		1,561,929	1,567,297	1,570,159	1,565,611	9,076	0.10%	1,815
37	Total Expenditures	38,901,342	39,496,268	40,265,587	40,125,365	42,467,620	44,566,834	44,058,211	43,672,560	-	43,672,560	195,739	44,812,611	46,115,500	47,454,808	48,826,800	3,566,278	1.83%	713,256
38	Revenues Over (Under) Expenditures	(2,081,763)	(1,189,693)	(375,788)	776,455	404,873	(2,941,136)	(1,076,559)	66,769	-	66,769	(195,739)	(714,490)	(660,296)	(1,301,645)	(1,403,786)	2,486,636	-23.89%	

City of Englewood, General Fund Revenue, Expenditure, &
Fund Balance 2010 - 2020
For 08/24/2015 Study Session

Line		Actual 2010	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Restated Budget 2015	Estimate 2015	Proposed Budget 2016	Other O&M Additions	Revised 2016 Proposed Budget	2017 Capital Projects Related O&M	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Net \$ Change 10 - '14	Avg % Change '10 - '14	Avg \$ Change '10 - '14
	S/T Increase (Decrease)																		
	Property Tax																		
	All Other Taxes																		
	Franchise																		
	Other Revs																		
	Investments																		
	Expenditures																		

Please Note:

Line 41: The City Council may consider to use \$800,000 from LTAR to fund the road construction project on the EMRF property that is needed for potential tenants. These funds would be replenished over a two year period beginning in 2017. General Fund Transfer (\$1,530,000) to PIF for additional capital projects recommended to City Council at the 8/17/2015 Study Session.

City of Englewood, Colorado
 General Fund Budget - 2016 Proposed Budget

Statement of Revenue, Expenditure and Changes in Fund Balance

	A	B	C	D	E	F	G	H	I	J	K	
			(A+B)		8/10/2015		8/24/2015			(I-C)	(I/C-1)	
	2015 Adopted Budget	2015 Budget Adj	2015 Restated Budget	2015 Estimated Actual	2016 Proposed Budget	\$ Change from 8/10/2015 Study Session	2016 Proposed Budget	2016 Recommended Service Enhancements (SE)	2016 Proposed Budget With SEs	\$ Budget Variance	% Budget Variance	2016 vs 2015 Budget Variance Description
Beginning Fund Balance	\$ 10,416,386	\$ 10,416,386	\$ 10,416,386	\$ 12,211,250	\$ 9,658,951		\$ 9,658,951		\$ 9,658,951			
Revenue												
Property Tax	2,900,000		2,900,000	2,900,000	3,190,000		3,190,000		3,190,000	290,000	10.00%	10% increase in 2016 due to anticipated increase in 2015 property assessment valuation
Specific Ownership Tax	260,000		260,000	260,000	260,000		260,000		260,000	-	0.00%	
Sales & Use Taxes	24,200,000		24,200,000	26,081,262	26,863,699		26,863,699		26,863,699	2,663,699	11.01%	2015 Estimate is 5% of 2014 Actual; 2016 is 3% of 2015 Estimate
Cigarette Tax	179,000		179,000	179,000	170,050		170,050		170,050	(8,950)	-5.00%	
Franchise Fees	3,017,550		3,017,550	3,148,550	3,173,550		3,173,550		3,173,550	156,000	5.17%	Increase is based in part to increased Water and Sewer Utilities operation costs
Admissions Tax	-		-	-	-		-		-	-	-	
Hotel/Motel Tax	12,000		12,000	12,000	12,000		12,000		12,000	-	0.00%	
Licenses & Permits	1,107,122		1,107,122	1,168,222	1,168,222		1,168,222		1,168,222	61,100	5.52%	
Intergovernmental Revenue	1,400,924		1,400,924	1,624,318	1,301,662		1,301,662		1,301,662	(99,262)	-7.09%	
Charges for Services	3,318,899		3,318,899	2,905,192	2,551,862		2,551,862		2,551,862	(767,037)	-23.11%	Decrease due in part to EMS services provided by Denver Fire (\$725,000)
Recreation Program Fees	2,556,900		2,556,900	2,485,500	2,592,400		2,592,400		2,592,400	35,500	1.39%	
Library Fines	20,000		20,000	20,000	20,000		20,000		20,000	-	0.00%	
Fines & Forfeitures	1,376,844		1,376,844	988,350	988,350		988,350		988,350	(388,494)	-28.22%	Decrease is based in part to change in policing philosophy
Interest Income	88,164		88,164	88,164	86,446		86,446		86,446	(1,718)	-1.95%	
Other Income	329,413		329,413	262,212	211,088		211,088		211,088	(118,325)	-35.92%	
Contribution from Component Units	858,882		858,882	858,882	1,150,000		1,150,000		1,150,000	291,118	33.89%	
Total Revenue	41,625,698	-	41,625,698	42,981,652	43,739,329	-	43,739,329	-	43,739,329	2,113,632	5.08%	
Expenditure												
Legislation	357,575		357,575	356,381	356,241	(1,650)	354,591		354,591	(2,984)	-0.83%	
City Manager's Office (As of 2015 Includes Fire Operations)	731,307	8,036,434	8,767,741	8,226,080	6,588,760	(1,998)	6,586,762		6,586,762	(2,180,979)	-24.88%	Decrease due in part to the fire service transition from City provided to Denver Fire provided
City Attorney's Office	869,106		869,106	886,605	810,844	(822)	810,022		810,022	(59,084)	-6.80%	
Municipal Court	1,085,494		1,085,494	1,038,709	1,061,772	(3,189)	1,058,583		1,058,583	(26,911)	-2.48%	Savings is due in part to reduced benefit costs and staying within budget parameters.
Human Resources	482,893	(482,893)	-	-	-	-	-		-	-	-	
Finance & Administrative Services (As of 2015 Includes Human Resources and Information Technology)	1,805,052	1,908,282	3,713,334	3,878,168	3,960,976	(10,307)	3,950,669		3,950,669	237,335	6.39%	Increase due in part to classifying Human Resource personnel that were previously accounted for in Internal Service Funds (\$81,306), anticipated salary increases, increased banking fees for online processing of sales and use tax returns and licensing (\$39,325), increases in software and hardware maintenance agreements (\$127,704)
Information Technology	1,425,389	(1,425,389)	-	-	-	-	-		-	-	-	
Community Development (As of 2015 Includes Building Division)	1,288,781	803,400	2,092,181	2,081,148	2,085,418	(6,008)	2,079,410	54,968	2,134,378	42,197	2.02%	SE requests include \$50k for Catalyst Grant Program and \$4,968 for six 40" Wall Monitors
Public Works	5,790,091		5,790,091	5,730,645	6,226,565	(17,859)	6,208,706		6,208,706	418,615	7.23%	Increase due in part to the following operation and maintenance costs reclassified from Capital Projects Fund: \$120k Building Maintenance, \$118k Road Maintenance and \$100k Traffic Maintenance
Police (As of 2015 Includes Fire Marshal Programs)	12,157,100	300,000	12,457,100	12,436,555	13,042,201	(43,789)	12,998,412	46,120	13,044,532	587,432	4.72%	Increase due in part to anticipated increases in salary and benefits, the absorption of the Fire Marshal program, police operations and the following three new positions: Crime Analyst (\$85,571), and two Fire Inspectors (\$211,632). SE request is for two Police vehicles (\$46,120).
Fire	9,139,834	(9,139,834)	-	-	-	-	-		-	-	-	

	A	B	C	D	E	F	G	H	I	J	K	
			(A+B)		8/10/2015		8/24/2015			(I-C)	(I/C-1)	
	2015 Adopted Budget	2015 Budget Adj	2015 Restated Budget	2015 Estimated Actual	2016 Proposed Budget	\$ Change from 8/10/2015 Study Session	2016 Proposed Budget	2016 Recommended Service Enhancements (SE)	2016 Proposed Budget With SEs	\$ Budget Variance	% Budget Variance	2016 vs 2015 Budget Variance Description
Library Services	1,317,657		1,317,657	1,283,016	1,243,502	(2,323)	1,241,179		1,241,179	(76,478)	-5.80%	Personnel savings due to the merging of Parks & Recreation and Library Services - Includes one full time Operations Supervisor (\$60k)
Parks & Recreation Services	6,053,116		6,053,116	6,027,588	6,149,818	(13,224)	6,136,594	25,000	6,161,594	108,478	1.79%	Open Space Manager Position – Previously 50% of salary was in the golf budget. With departmental reorganization it was shifted to the general fund. - \$50,000; Pirates Cove – Utility Cost increase - Xcel found a mistake in their previous charges; Activity Guide – Reinstated mailing guides to all Englewood Households; Part time Salaries – Part time salaries were increased to account for minimum wage. The SE request is for a Parks pickup truck
Departments Expenditure Subtotal	42,503,395	-	42,503,395	41,944,895	41,526,097	(101,169)	41,424,928		41,424,928	(1,078,467)	-2.54%	
Contribution to Component Units	-		-	-	-		-		-	-		
Contingencies	200,000		200,000	250,000	250,000		250,000		250,000	50,000	25.00%	Increase due to anticipated retirements
Debt Service-Civic Center	1,568,988		1,568,988	1,568,988	1,482,820	38,159	1,520,979		1,520,979	(48,009)	-3.06%	Decrease is due to refinancing COPs
Debt Service-Other	294,326		294,326	294,328	350,665		350,665		350,665	56,339	19.14%	Increase due in part to two Fire Truck payments (\$118,393 ea) this completes the fire trucks (2) debt service
Other Expenditure Subtotal	2,063,314	-	2,063,314	2,113,316	2,083,485	38,159	2,121,644		2,121,644	58,330	2.83%	
Total Expenditure	44,566,709	-	44,566,709	44,058,211	43,609,582	(63,010)	43,546,572	126,088	43,672,660	(894,049)	-2.01%	
Excess Revenue Over (Under) Expenditure	(2,941,011)	-	(2,941,011)	(1,076,559)	129,747	63,010	192,757	(126,088)	66,669	3,007,681	-102.27%	
Other Financing Sources (Uses) of Funds												
Transfers In	294,326		294,326	395,776	350,665		350,665		350,665	56,339	19.14%	PIF funding for capital lease debt service
Transfers Out	-		-	1,871,516	800,000	1,530,000	2,330,000		2,330,000	2,330,000		EMRF property road construction for potential tenants; 8/17/2015
Net Other Financing Sources (Uses)	294,326	-	294,326	(1,475,740)	(449,335)	(1,530,000)	(1,979,335)	-	(1,979,335)	(2,273,661)	-772.50%	Additional Capital Recommendations
Net Change in Fund Balance	(2,646,685)	-	(2,646,685)	(2,552,299)	(319,588)	(1,466,990)	(1,786,578)	(126,088)	(1,912,666)	734,020	-27.73%	
Ending Fund Balance												
Before Designated Amounts	7,769,701		7,769,701	9,658,951	9,339,363		7,872,373	(126,088)	7,746,285	(23,416)	-0.30%	
Restricted-TABOR Emergency Reserve	1,340,000		1,340,000	1,400,000	1,400,000		1,400,000		1,400,000	60,000	4.48%	
Committed-LTAR	2,663,099		2,663,099	2,663,099	1,863,099		1,863,099		1,863,099	(800,000)	-30.04%	EMRF property road construction project, 2 yr payback
Designated Fund Balance	4,003,099	-	4,003,099	4,063,099	3,263,099		3,263,099		3,263,099	(740,000)	-18.49%	
Unassigned Fund Balance	\$ 3,766,602	\$ -	\$ 3,766,602	\$ 5,595,852	\$ 6,076,264		\$ 4,609,274	(126,088)	\$ 4,483,186	\$ 716,584	19.02%	
Unassigned Fund Balance as a percentage of Total Revenue	9.05%		9.05%	13.02%	10.31%		10.54%		10.25%			
Fund Balance Before Designated Amounts as a percentage of Total Revenue	18.67%		18.67%	22.47%	17.77%		18.00%		17.71%			
Fund Balance Before Designated Amounts as a percentage of Total Expenditure	17.43%		17.43%	21.92%	17.81%		18.08%		17.74%			
10% Unassigned FB Funding (Gap) Excess	(395,968)		(395,968)	1,297,686	135,822		235,341		109,253			

City of Englewood, Colorado
FUTURE YEAR CAPITAL IMPROVEMENTS and ONE-TIME INITIATIVES

Fund Number	ACCOUNT FUND NAME	DEPARTMENT NAME	PROJECT or INITIATIVE NAME/DESCRIPTION	Anticipated Start Year	MULTI-YEAR PLAN					TOTAL PROJECT COST	Ongoing Annual Costs Associated With CIP Project <i>(to begin in the year following project completion)</i>	Notes	2016 Recommended Amount
					First Year	Second Year	Third Year	Fourth Year	Fifth Year				
02	General Fund	Community Development	40" Monitors and Wall Mounts (2)	2016	\$ 1,656	\$ -	\$ -	\$ -	\$ -	\$ 1,656	\$ -	Will impact operating budget	\$ 1,656
02	General Fund	Community Development	40" Monitors and Wall Mounts (4)	2016	\$ 3,312	\$ -	\$ -	\$ -	\$ -	\$ 3,312	\$ -	Will impact operating budget	\$ 3,312
02	General Fund	Community Development	Commercial Catalyst Grant Program	2016	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	Will impact operating budget	\$ 50,000
02	General Fund	Community Development	Property Maintenance Code/Zoning Inspe	2016	\$ 54,750	\$ -	\$ -	\$ -	\$ -	\$ 54,750	\$ 55,342	Will impact operating budget; 1 FTE Position; Salary and Benefits increase incrementally each year	\$ -
02	General Fund	Library Services	Communications Assistant	2016	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ 32,660	Part-Time Benefits Eligible FTE Position increments by 2% for each consecutive year	\$ -
02	General Fund	Library Services	Operations Supervisor	2016	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 61,260	1 FTE Position increments by 2% for each consecutive year	\$ 60,000
02	General Fund	Parks and Recreation	Englewood Schools Grounds Maintenan	2016	\$ 186,140	\$ -	\$ -	\$ -	\$ -	\$ 186,140	\$ -	Funding Source TBD and ongoing maintenance costs TBD	\$ -
02	General Fund	Parks and Recreation	Parks Pickup Truck	2016	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	CERF and Servicer Charges TBD	\$ 25,000
02	General Fund	Police Services	Acquisition of Police Vehicles (2)	2016	\$ 46,120	\$ -	\$ -	\$ -	\$ -	\$ 46,120	\$ -	CERF and Servicer Charges TBD	\$ 46,120
02	General Fund	Police Services	Crime Analyst Technician	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1 FTE Position	\$ -
02	General Fund	Police Services	Fire Code Inspectors (2)	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2 FTE Positions	\$ -
02 Total					\$ 458,978	\$ -	\$ -	\$ -	\$ -	\$ 458,978	\$ 149,262		\$ 186,088

City of Englewood, Colorado
FUTURE YEAR CAPITAL IMPROVEMENTS and ONE-TIME INITIATIVES

Fund Number	ACCOUNT FUND NAME	DEPARTMENT NAME	PROJECT or INITIATIVE NAME/DESCRIPTION	Anticipated Start Year	MULTI-YEAR PLAN					TOTAL PROJECT COST	Ongoing Annual Costs Associated With CIP Project <i>(to begin in the year following project completion)</i>	Notes	2016 Recommended Amount
					First Year	Second Year	Third Year	Fourth Year	Fifth Year				
03	Conservation Trust Fund	Parks and Recreation	Belleview Ballfield Fencing	2016	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	
03	Conservation Trust Fund	Parks and Recreation	Belleview Park Children's Train	2016	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 20,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	Belleview Park Farm Improvements	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	Canopy Replacement	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	CTF Contingency	2016	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000	\$ -	\$ 75,000	
03	Conservation Trust Fund	Parks and Recreation	Duncan Park Grant Match	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	ERC Chlorinator	2016	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	
03	Conservation Trust Fund	Parks and Recreation	ERC Pool Boiler	2016	\$ 31,500	\$ -	\$ -	\$ -	\$ -	\$ 31,500	\$ -	\$ 31,500	
03	Conservation Trust Fund	Parks and Recreation	ERC Pool Re-Grout Tiel	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	ERC Scoreboard Replacement	2016	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000	
03	Conservation Trust Fund	Parks and Recreation	ERC Security Camera System	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	ERC Small Slide Gel Coat	2016	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	
03	Conservation Trust Fund	Parks and Recreation	ERC Track Surface	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	ERC/Malley Fitness Equipment Replacem	2016	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ -	\$ 50,000	
03	Conservation Trust Fund	Parks and Recreation	ERC/Malley Selectorized Weight Equipm	2016	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	
03	Conservation Trust Fund	Parks and Recreation	Malley Exterior Lighting	2016	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	
03	Conservation Trust Fund	Parks and Recreation	Park Playground Equipment Replacemen	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Permanent Stanchions	2016	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ 7,000	
03	Conservation Trust Fund	Parks and Recreation	Pirates Cove Expansion	2016	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	\$ -	\$ 100,000	
03	Conservation Trust Fund	Parks and Recreation	Pirates Cove Maintenance	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	Rec Trac POS Hardware Replacement	2016	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 10,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	RiverRun Trailhead	2016	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	
03	Conservation Trust Fund	Parks and Recreation	Belleview Ballfield Lighting	2017	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	ERC Pool Resurface	2017	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	Inline Hockey Rink Renovation/Pickleball	2017	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Cabina Replacement	2017	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Concession Appliance Replacement	2017	\$ -	\$ 20,000	\$ 10,000	\$ 5,000	\$ -	\$ 35,000	\$ -	Refrigerators, Pizza Ovens, Warmers & Other	
03	Conservation Trust Fund	Parks and Recreation	Malley Bridge Table Replacement	2018	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ 8,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Lazy River Surface Paint	2018	\$ -	\$ -	\$ 48,000	\$ -	\$ -	\$ 48,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Slides and Play Structure Maintenanc	2018	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	Gel coating, paint, other maintenance	
03	Conservation Trust Fund	Parks and Recreation	ERC Filter Replace	2019	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	ERC Slide Gel Coat	2019	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	Malley Computer Lab Equipment	2019	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Filter Media	2019	\$ -	\$ -	\$ -	\$ 28,000	\$ -	\$ 28,000	\$ -	Sand	
03	Conservation Trust Fund	Parks and Recreation	ERC UV Replace	2020	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Chlorinator	2020	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Filter Replace	2020	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC Shade Umbrellas	2020	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	
03	Conservation Trust Fund	Parks and Recreation	PC UV Replace	2020	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ -	\$ -	
03 Total					\$ 556,500	\$ 560,500	\$ 366,000	\$ 393,000	\$ 450,000	\$ 2,296,000	\$ -	\$ 556,500	

City of Englewood, Colorado
FUTURE YEAR CAPITAL IMPROVEMENTS and ONE-TIME INITIATIVES

Fund Number	ACCOUNT FUND NAME	DEPARTMENT NAME	PROJECT or INITIATIVE NAME/DESCRIPTION	Anticipated Start Year	MULTI-YEAR PLAN					TOTAL PROJECT COST	Ongoing Annual Costs Associated With CIP Project <i>(to begin in the year following project completion)</i>	Notes	2016 Recommended Amount
					First Year	Second Year	Third Year	Fourth Year	Fifth Year				
10	Open Space Fund	Parks and Recreation	Belleview Rail Road Bridge Repair	2016	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -		\$ 50,000
10	Open Space Fund	Parks and Recreation	Box Trailer	2016	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -		\$ 20,000
10	Open Space Fund	Parks and Recreation	Chip Box and Dump Bed	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Concrete Trail Replacement	2016	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000	\$ -		\$ 40,000
10	Open Space Fund	Parks and Recreation	Duncan Park Construction-Match Monies	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Duncan Park Development	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Fiber Dam Replacement	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Grant Matching Funds	2016	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000	\$ -	ask Eric-phase II park signage and river run project (if successful we will apply for playground equip) and maybe another big grant from great outdoors colorado for pirates cove expansion	\$ 250,000
10	Open Space Fund	Parks and Recreation	Hosanna Turf (Englewood Schools)	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Irrigation System Replacement	2016	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000	\$ -		\$ 75,000
10	Open Space Fund	Parks and Recreation	Little Dry Creek Trash Can Replacement	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Miller Building Demolition	2016	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -		\$ 80,000
10	Open Space Fund	Parks and Recreation	Northwest Greenbelt Playground - Match	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Open Space Land Bank	2016	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ -	potential land purchase	\$ -
10	Open Space Fund	Parks and Recreation	OSF Contingency	2016	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000	\$ -		\$ 25,000
10	Open Space Fund	Parks and Recreation	Parks Equipment	2016	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000	\$ -		\$ 20,000
10	Open Space Fund	Parks and Recreation	Parks Flower Bed Program	2016	\$ 25,000	\$ 27,000	\$ 29,000	\$ 31,000	\$ 33,000	\$ 145,000	\$ -		\$ 25,000
10	Open Space Fund	Parks and Recreation	Parks GPS/GIS	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Parks Irrigation Well Assessments	2016	\$ 75,000	\$ 50,000	\$ 25,000	\$ -	\$ -	\$ 150,000	\$ -		\$ 75,000
10	Open Space Fund	Parks and Recreation	Parks Landscape Improvements	2016	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ -		\$ 50,000
10	Open Space Fund	Parks and Recreation	Parks Maintenance Employee Compensation	2016	\$ 72,000	\$ 74,160	\$ 76,385	\$ 78,676	\$ 81,037	\$ 382,258	\$ -		\$ 72,000
10	Open Space Fund	Parks and Recreation	Parks Rules Signage	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	River Run Project	2016	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	ongoing maintenance-mowing, restroom and shelter cleaning, irrigation repairs, etc. costs TBD	\$ 100,000
10	Open Space Fund	Parks and Recreation	Riverside Development (formerly MiniGol	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Riverside Park Planning - Match Monies	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Spence & Belleview Press Box Replacem	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10	Open Space Fund	Parks and Recreation	Tennis/Basketball Court Renovation	2016	\$ 25,000	\$ 65,000	\$ -	\$ 70,000	\$ -	\$ 160,000	\$ -		\$ 25,000
10	Open Space Fund	Parks and Recreation	Tree Replacement	2016	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000	\$ -		\$ 30,000
10 Total					\$ 987,000	\$ 756,160	\$ 670,385	\$ 719,676	\$ 654,037	\$ 3,787,258	\$ -		\$ 937,000

City of Englewood, Colorado
FUTURE YEAR CAPITAL IMPROVEMENTS and ONE-TIME INITIATIVES

Fund Number	ACCOUNT FUND NAME	DEPARTMENT NAME	PROJECT or INITIATIVE NAME/DESCRIPTION	Anticipated Start Year	MULTI-YEAR PLAN					TOTAL PROJECT COST	Ongoing Annual Costs Associated With CIP Project <i>(to begin in the year following project completion)</i>	Notes	2016 Recommended Amount	
					First Year	Second Year	Third Year	Fourth Year	Fifth Year					
30	Public Improvement Fund	City Manager's Office	Public Safety/Municipal Court Facility Design and Funding Study	2016	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	City Council increased the 2016 funding by \$100,000 at the 8/17/2015 Study Session	\$ 100,000
30	Public Improvement Fund	Community Development	Broadway Mid-Block Crossing at Paseo	2016	\$ 130,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 380,000	\$ -	Will impact operation and maintenance budget; no amount identified. City Council increased the 2016 funding by \$100,000 at the 8/17/2015 Study Session	\$ 130,000
30	Public Improvement Fund	Community Development	Economic Incentive-Flood	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Community Development	Economic Incentive-Martin	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Community Development	Economic Incentive-Sprouts	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Community Development	Walk & Wheel Master Plan	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Broadway Flower Pots and Holiday Lighti	2016	\$ 25,000	\$ 25,750	\$ 26,552	\$ 27,318	\$ 28,137	\$ -	\$ 132,757	\$ -		\$ 25,000
30	Public Improvement Fund	Parks and Recreation	Centennial Shelter/Restroom Replaceme	2016	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -		\$ 400,000
30	Public Improvement Fund	Parks and Recreation	Cushing Shelter #1 Replacement	2016	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ -		\$ 180,000
30	Public Improvement Fund	Parks and Recreation	Cushing Skate Park Replacement	2016	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -		\$ 100,000
30	Public Improvement Fund	Parks and Recreation	ERC Boiler Repairs	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	ERC Lift Repairs	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Relandscape Broadway Medians	2016	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	Broadway between Bates and Tufts	\$ 80,000
30	Public Improvement Fund	Parks and Recreation	Rotolo Playground Replacement	2016	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -		\$ 200,000
30	Public Improvement Fund	Public Works	Acoma Fire Facility Rehabilitation Repair	2016	\$ 207,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,500	\$ -		\$ 207,500
30	Public Improvement Fund	Public Works	Alley Construction	2016	\$ 150,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 2,950,000	\$ -		\$ 150,000
30	Public Improvement Fund	Public Works	Bridge Repairs	2016	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ -		\$ 50,000
30	Public Improvement Fund	Public Works	Bridge Replacement Fund	2016	\$ -	\$ 1,520,000	\$ 1,520,000	\$ 1,520,000	\$ 1,520,000	\$ 1,520,000	\$ 6,080,000	\$ -		\$ -
30	Public Improvement Fund	Public Works	Building Systems Replacement	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Civic Center Facility Rehabilitation Repai	2016	\$ 303,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,000	\$ -		\$ 303,000
30	Public Improvement Fund	Public Works	Concrete Program Ramps	2016	\$ 20,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 420,000	\$ -		\$ 20,000
30	Public Improvement Fund	Public Works	Concrete Utility Program	2016	\$ 280,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,280,000	\$ -		\$ 280,000
30	Public Improvement Fund	Public Works	Englewood Recreation Center Rehabilitat	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Fox Annex Facility Rehabilitation Repairs	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Golf Course Club House Facility Rehabili	2016	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -		\$ 15,000
30	Public Improvement Fund	Public Works	Jefferson Fire Facility Rehabilitation Repa	2016	\$ 317,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,500	\$ -		\$ 317,500
30	Public Improvement Fund	Public Works	Little Dry Creek Fountain Repairs	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Malley Recreation Center Rehabilitation R	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Misc Infrastructure Repairs	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Rec Center Cooling Tower Replacement	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Rec Center Roof Replacement	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Road and Bridge	2016	\$ 1,038,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 5,838,000	\$ -	City Council increased 2016 funding by \$300,000 at 8/17/2015 Study Session	\$ 1,038,000
30	Public Improvement Fund	Public Works	Safety Services Facility Rehabilitation Re	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Santa Fe Light Poles	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Servicenter Facility Rehabilitation Repair	2016	\$ 37,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,500	\$ -		\$ 37,500
30	Public Improvement Fund	Public Works	Servicenter Sub Facilities Rehabilitation f	2016	\$ 37,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,500	\$ -		\$ 37,500
30	Public Improvement Fund	Public Works	Sidewalks-Missing Links	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
30	Public Improvement Fund	Public Works	Street Lights and Furniture repair or repla	2016	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000	\$ -		\$ 40,000
30	Public Improvement Fund	Public Works	Transportation System Upgrade	2016	\$ 90,000	\$ 195,000	\$ 195,000	\$ 125,000	\$ 125,000	\$ -	\$ 730,000	\$ -	Ongoing Transportation System Upgrade program that funds upgrades, replacements, and functional enhancements of the City transportation system, including traffic signal structures/equipment, traffic computerized system, traffic communication network.	\$ 90,000
30	Public Improvement Fund	Community Development	Next Steps Study II	2017	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$200,000 Grant with \$50,000 Local Match; Will impact operation and maintenance budget; no amount identified.	\$ -
30	Public Improvement Fund	Community Development	Next Steps Study III	2017	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$100,000 Grant with \$25,000 Local Match; Will impact operation and maintenance budget; no amount identified.	\$ -
30	Public Improvement Fund	Parks and Recreation	4 Passenger Gator	2017	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Aerator	2017	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -		\$ -

Fund Number	ACCOUNT FUND NAME	DEPARTMENT NAME	PROJECT or INITIATIVE NAME/DESCRIPTION	Anticipated Start Year	MULTI-YEAR PLAN					TOTAL PROJECT COST	Ongoing Annual Costs Associated With CIP Project <i>(to begin in the year following project completion)</i>	Notes	2016 Recommended Amount	
					First Year	Second Year	Third Year	Fourth Year	Fifth Year					
30	Public Improvement Fund	Parks and Recreation	Baker Park Expansion	2017	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	Request move from 2016 tied to master plan update the school district is not willing to sell land for the alternative school for the baker park expansion at this time	\$ -
30	Public Improvement Fund	Parks and Recreation	Baker Park Playground Replacement	2017	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Baker Park Shelter/Restroom Replacement	2017	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Belleview Ballfield Renovation	2017	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Centennial Playground Replacement	2017	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Cushing Restroom Replacement	2017	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Cushing Well/Irrigation Replacement	2017	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Emerald Ash Borer Mitigation	2017	\$ -	\$ 12,000	\$ 24,000	\$ 48,000	\$ 60,000	\$ -	\$ 144,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Jason Playground Replacement	2017	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Malley Art Room Update	2017	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	Tables, storage, kiln	\$ -
30	Public Improvement Fund	Parks and Recreation	Malley Fitness Ceiling Fans and sklights	2017	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Malley Window Replacement	2017	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Miller Shelter/Restroom	2017	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Parks Trailer Replacement	2017	\$ -	\$ 6,000	\$ 6,000	\$ 7,000	\$ 7,000	\$ -	\$ 26,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Stumpgringer	2017	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -		\$ -
30	Public Improvement Fund	Community Development	Broadway Mid-Block Crossing at Gothic	2018	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ -	Will impact operation and maintenance budget; no amount identified.	\$ -
30	Public Improvement Fund	Parks and Recreation	Ballfield Improvements	2018	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000	\$ -	Address a number of maintenance issues	\$ -
30	Public Improvement Fund	Parks and Recreation	Bates Logan Shelter/Restroom Replacement	2018	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Belleview Shop	2018	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Belleview Wetwell/Irrigation Replacement	2018	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Centennial Ballfield Renovation	2018	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	High Ranger Bucket Truck	2018	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Jason Well/Irrigation Replacement	2018	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Malley By-Fold Door Replacement	2018	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Miller Well/Irrigation Replacement	2018	\$ -	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ 275,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	PC Pool Boilers	2018	\$ -	\$ -	\$ 94,500	\$ -	\$ -	\$ -	\$ 94,500	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Recreation Facility Security System Upgrade	2018	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Romans Post-tension Tennis Court	2018	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ 90,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Skidloader	2018	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ 90,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Baker Irrigation Replacement	2019	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Belleview Post-tension Tennis Court	2019	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ 90,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Belleview Shelter 3&4 Replacement	2019	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Centennial Well Replacement	2019	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	ERC Renovation	2019	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	ERC Wave Rider	2019	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Jason Shelter Restroom Replacement	2019	\$ -	\$ -	\$ -	\$ 225,000	\$ -	\$ -	\$ 225,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	John Deere 4540 Tractor/Attachments	2019	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Pirates Cove Expansion	2019	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Romans Playground Replacement	2019	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Tubgrinder	2019	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	ERC Rebuilt Chemical Room	2020	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Hotsy Pressure Washer	2020	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Romans Restroom Replacement	2020	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000	\$ -		\$ -
30	Public Improvement Fund	Parks and Recreation	Malley Window Coverings	2017	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -		\$ -
30 Total					\$ 3,801,000	\$ 7,051,750	\$ 6,791,052	\$ 13,912,318	\$ 4,555,137	\$ -	\$ 36,111,257	\$ -		\$ 3,801,000

City of Englewood, Colorado
FUTURE YEAR CAPITAL IMPROVEMENTS and ONE-TIME INITIATIVES

Fund Number	ACCOUNT FUND NAME	DEPARTMENT NAME	PROJECT or INITIATIVE NAME/DESCRIPTION	Anticipated Start Year	MULTI-YEAR PLAN					TOTAL PROJECT COST	Ongoing Annual Costs Associated With CIP Project <i>(to begin in the year following project completion)</i>	Notes	2016 Recommended Amount
					First Year	Second Year	Third Year	Fourth Year	Fifth Year				
31	Capital Projects Fund	City Manager's Office	Webstreaming Equipment - City Council	2016	\$ 53,500	\$ -	\$ -	\$ -	\$ -	\$ 53,500	\$ 11,400	System Support and Maintenance Agreement	\$ 53,500
31	Capital Projects Fund	Community Development	Permit Tracking System	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Finance and Administrative	Disaster Recovery System	2016	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 50,000	Maintenance and Support	\$ 150,000
31	Capital Projects Fund	Finance and Administrative	Document Management System	2016	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 5,000	Maintenance and Support Agreement	\$ 55,000
31	Capital Projects Fund	Finance and Administrative	Enterprise Resource Planning (ERP) Rep	2016	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 120,000	Support and Maintenance Agreement - Third year ongoing cost drops to \$40,000; 2016 Cost reduced and presented to City Council at the 8/17/2015 Study Session	\$ 1,000,000
31	Capital Projects Fund	Finance and Administrative	Fin & HR System	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Finance and Administrative	IT Citrix Security and Mobile Device Man	2016	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 8,000	Maintenance Agreement increments by 5% for each consecutive year	\$ 45,000
31	Capital Projects Fund	Finance and Administrative	IT-based GIS Department Request	2016	\$ 337,000	\$ -	\$ -	\$ -	\$ -	\$ 337,000	\$ 255,630	2 FTE and Software Maintenance and Support increments by 4% for each consecutive year	\$ -
31	Capital Projects Fund	Finance and Administrative	MUNIREvs Business Licensing and Tax C	2016	\$ 100,000	\$ 41,667	\$ -	\$ -	\$ -	\$ 141,667	\$ -	Five Year Fixed Contract expires or is renewed by end of May 2017; if not renewed we need to implement a new system.	\$ 100,000
31	Capital Projects Fund	Finance and Administrative	Network Development	2016	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	Ongoing upgrades to network related hardware and software	\$ 350,000
31	Capital Projects Fund	Finance and Administrative	PC Replacement and City Council Suppo	2016	\$ 97,000	\$ -	\$ -	\$ -	\$ -	\$ 97,000	\$ 97,000	Ongoing replacement of computer hardware rolling stock	\$ 97,000
31	Capital Projects Fund	Finance and Administrative	Phone Systems and Telecommunications	2016	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ 90,000	Set aside funds to replace the phone system in 2020	\$ 90,000
31	Capital Projects Fund	Finance and Administrative	Security Camera Request	2016	\$ 90,286	\$ -	\$ -	\$ -	\$ -	\$ 90,286	\$ 60,900	Maintenance Agreement and Future Replacement Cost Installment increments by 2% for each consecutive year	\$ 90,286
31	Capital Projects Fund	Library Services	Circulation Desk Access Imp & Self Check	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Library Services	Library System	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Municipal Court	Audio/Video System Upgrate	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Municipal Court	Court System	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Municipal Court	Metal Detector Replacement	2016	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ -		\$ 5,500
31	Capital Projects Fund	Parks and Recreation	Parks Specialist Office Space	2016	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	Will impact operation and maintenance budget; no amount identified.	\$ 10,000
31	Capital Projects Fund	Parks and Recreation	1% of CPF Amounts Dedicated to Art in P	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1% of recommended projects amount	\$ 22,103
31	Capital Projects Fund	Police Services	Computer Assist Dispatch/MIS System	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Police Services	Netmotion Antennas	2016	\$ 18,969	\$ -	\$ -	\$ -	\$ -	\$ 18,969	\$ 1,339	Maintenance and Support could be incorporated into General Fund Police Services operations budget	\$ 18,969
31	Capital Projects Fund	Police Services	Radio CERF	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Police Services	SWAT Team Safety Equipment	2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
31	Capital Projects Fund	Public Works	Compact Crawler Boom Lift	2016	\$ 155,000	\$ -	\$ -	\$ -	\$ -	\$ 155,000	\$ -		\$ 155,000
31	Capital Projects Fund	Municipal Court	Additional On-line Services and Enhance	2017	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ -	Will impact operation and maintenance budget; no amount identified.	\$ -
31 Total					\$ 2,557,255	\$ 341,667	\$ -	\$ -	\$ -	\$ 2,898,922	\$ 1,049,269		\$ 2,242,358

MEMORANDUM

TO: Police Chief John Collins
FROM: Commander Sam Watson
DATE: August 13, 2015
SUBJECT: Patrol Staffing

As you are aware, the patrol schedule is set in the following manner:

-Watch one (day shift) -- 12 officers assigned with a minimum staffing of four officers and one supervisor working at all times.

-Watch two (swing shift) --14 officers assigned with a minimum staffing of five officers and one supervisor working at all times.

-Watch three (graveyard shift) -- 12 officers assigned with a minimum staffing of four officers and one supervisor working at all times.

Currently, we have four officers out on light duty (caused by an on-the-job injury) and we are holding one position vacant on the schedule due to a retirement. Additionally, for much of this year another officer has been away on military leave. This has created a situation where often times patrol shifts are at or below minimum staffing, and in order to maintain proper staffing we are relying on various sources:

- Mandatory overtime
- Moving officers from Special Assignments like Traffic, IMPACT, School Resource Officer (SRO), etc. to Patrol
- Moving officers from one shift to another shift
- Changing officer's days off to fill vacancies
- Cancellation of all nonessential training

Even with these accommodations, oftentimes, the shifts are at minimum staffing. When a patrol shift is working at minimum staffing, the officers are primarily acting in a reactive mode responding to calls for service (CFS), and their ability to be proactive and conduct selective or extra patrols at problem areas is diminished. Additionally, Officer morale is suffering in that it is difficult to get time off, attend training, and act in a proactive manner in the community.

Even when the officers who are injured return to "full duty" the problems are not eliminated because of the need for officers to take time off, illnesses and injuries, family emergencies, training, etc. As we know, there is an increasing demand on our department for mandatory training of the officers. Additionally, the daily demands put on patrol officers relative to Records Management System (RMS) reporting, the collection and preservation of evidence, booking procedures, and mandatory arrest and transport (to jail) requirements have all diminished the amount of time that an officer spends on the street "patrolling" their district. As we know the amount and types of calls for service have increased over the years and the nature of many of these calls is more significant, often requiring multiple officers to respond.

As a response to this I recommend that we increase our patrol strength from 38 officers to 42 officers. If this is done, we can then make two adjustments to our current practices:

1. Increase minimum staffing on Watch One to five officers and a supervisor, and on Watch Two to six officers and a supervisor (essentially add two officers to both day shift and swing shift). This will allow for minimum staffing on each shift to be raised by one officer. The positive effect if this is done will be more officers on the street to balance our need to be both reactive and proactive. It will also create an environment where officers are more able to take time off and attend training. Special assignment officers (Traffic, IMPACT, SRO, etc.) will be returned to their special assignment.
2. Create a new police district in the city. As you know, we currently have three police districts that were designed in the past to distribute the call load consistently between the various districts and to accommodate geographic features (roads, railways, etc.) in our City. As we have been experiencing the past few years, there is a disparity in our calls for service in District Two compared to our other two districts. The primary cause for this is the significant amount of calls and issues associated inside our geo code 204 (Broadway to Santa Fe and Floyd to Hampden). By creating this area as its own district we can be more effective at handling issues in this area. It will also better distribute the call load in the remaining three districts. In essence, there will always be at least one officer assigned to this area. The vitality of this area (that includes, the Civic Center, CityCenter, Light Rail, a park, retail and residential) is extremely important to the entire City.

Another benefit of this additional police district is the ability to be more flexible in our police response to “problem areas.” When the calls for service diminish in this new police district we can then shift the focus to another area of the City that may be experiencing a specific problem. Potentially, we can move that district to an area that may have an issue with burglaries, motor vehicle thefts, theft from motor vehicles, traffic accidents, narcotics, etc. Although these types of areas are the attention of various units like IMPACT and Traffic, there appearances are often intermittent.

If you agree that to this plan there are a variety of ways that we could add four more officers to patrol:

-Increase our authorized staffing levels by four. This is the “best case scenario” in that we do not have to draw on other Divisions and programs.

-Increase our authorized staffing levels by two (or three) and then draw on special assignment personnel for the balance. If we choose this option we would have to evaluate the need/value of those in special assignments. The most likely place to draw from would be the East Metro Auto Theft Task Force (EMATT). They are in the process of consolidating with the Metro Auto Theft Task Force (MATT) and the return on police services we are getting to EPD is becoming scarcer. Another likely assignment to draw from is to take one of the officers assigned to the Arapahoe County Impact Team. Currently, we have one Investigator and One Sergeant assigned to this team. It is important that we keep our presence in this task force because they investigate all of our narcotics related cases. However, I feel that we could leave one (possibly the Sergeant) and have the other return.

All other Special Assignments (IMPACT, Investigations, Traffic, SRO) are staffed at a level that if they were reduced, the services they provide would be significantly impacted. Therefore, in order to implement this plan we will need to increase our authorized staffing levels by four (and not draw from Special Assignments) or by two or three (if we choose to draw from Special Assignments). The addition of only one officer would be welcome, although not sufficient to implement any changes in districting or minimum staffing.

Finally, I propose that we adjust the practices we use during our hiring process. Our current hiring process is almost entirely reactive – we wait for an opening to occur and then we hurry and rush to try to fill the position. The process of recruiting, testing, conducting proper background checks, hiring, and then training takes nearly 7 months before a vacancy is filled on the patrol schedule. This time can be extended even longer if we have to wait while the new hire finishes the police academy.

As you know, we currently only hire individuals who have put themselves through a Police Officer Standards and Training (POST) certified police academy. We are experiencing a reduction in the number of people applying for our agency, and the quality of those that do apply. Many other police agencies have practices where they hire someone and then pay them as they attend the police academy. Obviously, this is the most desirable scenario for most applicants and they (especially the high quality candidates) choose to only apply at those agencies.

Therefore, I propose that we receive authorization to proactively hire recruits, send them to the police academy and then train them in our Field Training Program. This will assist us in finding the highest level of recruit officers possible. This entire process will take nearly 40-weeks before they are able to “go out on their own” as a patrol officer:

Recruiting and advertising	2 weeks
Testing	2 weeks
Background Investigations	4 weeks
Police Academy	16 weeks
Field Training Program	16 weeks

In order to do this successfully we must hire proactively before an opening occurs. Through attrition we average 2-3 new hires every year. It would benefit us if we created a process where (even if we were fully staffed) we could begin the hiring and then the training process (police academy and Field Training Officer training) on two new hires and begin developing them into fully trained and “ready to go” patrol officers - that way, when an opening occurred we could fill it immediately. Possibly, we could also create another step in our pay plan that would be specific to this time spent in training. In the event that these officers completed training and an opening had not occurred, we could use the additional position(s) at “hot spots” in the City, or use them to fill issues on the schedule (due to illnesses, injuries, military leave, mandatory training) that previously we would have had to fill with overtime.

RESOLUTION NO. 38
SERIES OF 2000

A RESOLUTION AUTHORIZING THE RESERVATION OF FUNDS AS REQUIRED BY THE AGREEMENT BETWEEN THE MUSEUM OF OUTDOOR ARTS (MOA) AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council authorized an Agreement and Sublease between MOA, Englewood Environmental Foundation (EEF) and the City by the passage of Ordinance No. 68, Series of 1999; and

WHEREAS, the Englewood City Council authorized an Amendment to the Agreement and Sublease between MOA, EEF and the City by the passage of Council Bill No. 15, Series of 2000; and

WHEREAS, the Taxpayers Bill of Rights (TABOR) requires the City to obtain a vote of the people or reserve funds before entering into a multi-year fiscal obligation; and

WHEREAS, by the passage of this Resolution the reservation of funds satisfies the requirements of TABOR; and

WHEREAS, the initial reservation of funds is \$500,000 which will be reduced over a ten year period to zero and will continue to earn interest on the reserved funds, but these funds will not be available for appropriation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the initial reservation of funds in the amount of \$500,000 in the year 2000, as required by the City of Englewood, Colorado Agreement with the Museum of Outdoor Arts (MOA) such reserve shall be reduced each year for ten years until the reserve is zero in the year 2010.

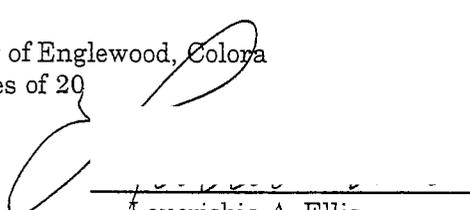
ADOPTED AND APPROVED this 3rd of April, 2000.

THOMAS J. BURNS, MAYOR

✓ Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado
above is a true copy of Resolution No. 38, Series of 20

the


Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date April 3, 2000	Agenda Item 10 c i	Subject A resolution reserving funds as required by the City's agreement with the Museum of Outdoor Arts (MOA)
Initiated By Administrative Services Department		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has discussed enhancing the cultural climate in the City on numerous occasions. The Council has met with representatives of the Museum at past study sessions, and approved an agreement and sublease with the MOA on second reading November 22, 1999. The Council approved an amendment to the agreement on March 13, 2000.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached resolution.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Taxpayers Bill of Rights (TABOR) requires the City to obtain a vote of the people or reserve funds before entering into a multi-year fiscal obligation. This reservation of funds satisfies the requirements of TABOR. A vote of the people was not practical because of time constraints and the relatively small dollar amount of the reserve. The City of Englewood will continue to earn interest on the reserved funds, but the funds will not be available for appropriation.

FINANCIAL IMPACT

The initial reservation of funds is \$500,000. The reservation will be reduced over ten years to zero per the attached schedule.

LIST OF ATTACHMENTS

Proposed resolution

Schedule of City Reserve for MOA Contract

<u>Year</u>	<u>Annual Payment</u>	<u>Default Payment*</u>		<u>% Not Ambrtized</u>	<u>Reserve Requirement</u>
2000	\$ 96,000	N/A		100 %	\$ 500,000
2001	\$ 96,000	\$ 500,000 - \$ 12,000	X	90 %	\$ 439,200
2002	\$ 96,000	\$ 500,000 - \$ 24,000	X	80 %	\$ 380,800
2003	\$ 96,000	\$ 500,000 - \$ 36,000	X	70 %	\$ 324,800
2004	\$ 96,000	\$ 500,000 - \$ 48,000	X	60 %	\$ 271,200
2005	\$ 96,000	\$ 500,000 - \$ 60,000	X	50 %	\$ 220,000
2006	\$ 96,000	\$ 500,000 - \$ 72,000	X	40 %	\$ 171,200
2007	\$ 96,000	\$ 500,000 - \$ 84,000	X	30 %	\$ 124,800
2008	\$ 96,000	\$ 500,000 - \$ 96,000	X	20 %	\$ 80,800
2009	\$ 96,000	\$ 500,000 - \$108,000	X	10 %	\$ 39,200
2010	\$ 96,000	\$ 500,000 - \$120,000	X	0%	\$ 0

* Assumes actual capital expenditures by MOA are the maximum \$500,000.

Contract # 115-99

BY AUTHORITY

ORDINANCE NO. *68*
SERIES OF 1999

COUNCIL BILL NO. 70
INTRODUCED BY COUNCIL
MEMBER GRAZULIS

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT AND SUBLEASE BETWEEN THE MUSEUM OF OUTDOOR ARTS (MOA), THE ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC. (EEF) AND THE CITY OF ENGLEWOOD, COLORADO (CITY),

WHEREAS, the City Council of the City of Englewood has designated approximately 15,000 square feet of space on the second floor of the Englewood Civic Center for cultural uses; and

WHEREAS, in an effort to activate and energize CityCenter Englewood and to provide for a unique character to the development, the City has explored opportunities for cooperation with cultural organizations at CityCenter; and

WHEREAS, the Museum of Outdoor Arts was approached last year a potential tenant for Civic Center; and

WHEREAS, the operations of MOA, include an exceptional art collection, educational programs and entertainment; and

WHEREAS, over the past several months discussions and negotiations between MOA, EEF and City staff have been actively pursued; and

WHEREAS, the passage of this proposed Ordinance will finalize a Sublease and Agreement between the City of Englewood, the Englewood Environmental Foundation, Inc. and the Museum of Outdoor Arts;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The acceptance of the Agreement and Sublease between the City of Englewood, Colorado, Museum of Outdoor Arts and the Englewood Environmental Foundation, Inc. for space at the Englewood Civic Center, attached as "Attachment 1" is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Agreement and Sublease for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 8th day of November, 1999.

Published as a Bill for an Ordinance on the 12th day of November, 1999.

Read by title and passed on final reading on the 23rd day of November, 1999.

Published by title as Ordinance No. 60⁸, Series of 1999, on the 26th day of November, 1999.

ATTEST

Thomas J. Burns, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. 60⁸, Series 1

Loucrishia A. Ellis

GOVERNMENTAL AGREEMENT AND SUBLEASE

THIS GOVERNMENTAL AGREEMENT AND SUBLEASE (hereinafter referred to in its entirety as "Agreement"), made and entered into this ____ day of November, 1999, by and between the City of Englewood, Colorado (hereinafter referred to as "CITY"), the Englewood Environmental Foundation, Inc. (hereinafter referred to as "EEF"), and The Museum of Outdoor Arts (hereinafter referred to as "MOA"). CITY and EEF are herein collectively referred to as "Englewood".

RECITALS

A. CITY and EEF are in the process of redeveloping that certain property located in the CITY and formerly known as Cinderella City located at 1000 Englewood Parkway, the legal description for which is attached hereto as Exhibit A. The redevelopment area shall become the CityCenter Englewood (hereinafter referred to as "CityCenter").

B. CITY acquired CityCenter from the former owner and transferred CityCenter to EEF which is now the fee title holder.

C. As part of the redevelopment of Cinderella City, the EEF will develop CityCenter and CITY will lease offices in the Civic Center Building, a redevelopment of the former Foley's Department Store at Cinderella City. The Civic Center Building is located as set forth on the plat attached hereto as Exhibit B.

D. MOA is an Internal Revenue Code 501(c)(3) private foundation. MOA's exempt purposes are described on Exhibit C attached hereto. In partial furtherance of its exempt purposes, MOA owns and maintains a publicly displayed art collection presently located in Greenwood Village, Colorado, and MOA is engaged in educating children and adults in the visual and performing arts.

E. In furtherance of the redevelopment of Cinderella City, Englewood desires to have MOA move its presence to the CITY to be situated in the CityCenter.

F. MOA desires to move its offices, art classrooms and much of its art collection to the CityCenter.

G. CITY desires to sublease to MOA and MOA desires to sublease from CITY certain premises in the Civic Center Building pursuant to the terms hereinafter set forth; and EEF desires to approve the sublease.

H. CITY and EEF desire to enter a business agreement with MOA pertaining to the conduct of MOA's exempt functions in the CityCenter and the support of those functions to be granted by Englewood and accepted by MOA.

L The City Council of the City of Englewood and the Board of Directors of EEF have resolved to enter into this Agreement and to facilitate the presence of MOA in the City Center in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, the parties agree as follows:

ARTICLE I GRANT AND TERM

1.1 **Demised Premises.** In consideration of the rents, covenants and agreements herein reserved and contained on the part of MOA to be performed, CITY does hereby sublease and demise unto MOA the space to be located in the Civic Center Building as shown on Exhibit D attached hereto and incorporated herein by this reference, located at 1000 Englewood Parkway, Englewood, Colorado, which premises (hereinafter called "Demised Premises") are also known as "Museum Space". The Demised Premises contains approximately 7,000 square feet of rentable space as shown on Exhibit D.

1.2 **Term.** The term of this Agreement and MOA's obligation to pay rent hereunder shall commence upon occupancy by MOA (hereinafter referred to as the "Occupancy Date") and shall terminate at 12:00 midnight, on May 15, 2005, unless extended pursuant to Article XIV. Occupancy by MOA means the first date MOA conducts business in the Demised Premise, and the Occupancy Date shall be no later than May 16, 2000.

ARTICLE II RENT

2.1 **Rent.** MOA agrees to pay to CITY at the office of CITY in the Civic Center Building or at such other place as CITY may designate in writing, rent for said premises as follows:

(a) The sum of One Dollar per year payable in advance on the Occupancy Date and on the first day of each and every anniversary of the Occupancy Date until this Agreement is terminated.

2.2 **Sublease Year Defined.** The term "sublease year," as used herein, is hereby defined to mean and include those periods of the term which for the first sublease year begins at the Occupancy Date and ends on the last day of the 12th calendar month during which the Agreement will have been in effect, and for subsequent sublease years begins immediately after the end of the first sublease year and on the anniversary date of such beginning in each year thereafter, and ends twelve (12) months later in each subsequent year.

2.3 **Deposit.** No deposit is required hereunder.

ARTICLE III
CONDITION OF PREMISES

3.1 Englewood's Obligations. At its cost, Englewood shall deliver to MOA the MOA Space as provided by the specifications attached hereto as Exhibit E. In the event that MOA utilizes the CITY's contractor to make improvements, subject to completion and acceptance of plans, the improvements may be made simultaneously with other improvements made by the CITY's contractor on the second floor of the Civic Center Building beginning no later than February 1, 2000. If MOA does not utilize the CITY's contractor to make improvements, the MOA Space shall be delivered to MOA no later than May 1, 2000.

3.2 MOA's Obligations. All finish and remodeling is to be performed by MOA at MOA's expense. It shall be done in a good and workmanlike manner, free of any liens for labor and materials, and in accordance with all building codes and other regulations of CITY. CITY shall grant to MOA all required building permits, subject to compliance with CITY building code requirements

(a) All alterations, additions or improvements made by either party at the expense of MOA (except only movable office furniture and other personalty not attached to the Building) shall be deemed a part of the real estate and the property of EEF and shall remain upon and be surrendered with the Demised Premises as a part thereof without molestation, disturbance or injury at the end of the term, whether by lapse of time or otherwise.

(b) All improvements and remodeling of the Demised Premises shall be accomplished in accordance with the drawings and specifications prepared by MOA's architect. CITY's architect will be permitted to review MOA's space plan and to make recommendations, if any, concerning it prior to its approval by CITY. The CITY shall have final approval over the improvement and remodeling of the Demised Premises. MOA's contractor shall coordinate with CITY and other tenant contractors so as not to disrupt or damage work in other parts of the Civic Center Building. MOA's contractor shall coordinate with the Englewood contractor in performance of construction of the Demised Premises. MOA shall not be entitled to occupy the Demised Premises until a certificate of occupancy has issued. Barring unforeseen circumstances, MOA shall complete all improvements by the sixteenth day of May, 2000.

(c) Should CITY or EEF receive notice of, or should there be recordation in the real estate records of Arapahoe County, Colorado of, any materialman's or mechanic's lien on the CITY's or EEF's property as the result of any work performed, or materials provided, for or on behalf of, MOA. MOA shall, upon receipt of written notice from CITY or EEF, immediately have such lien released. If, for any reason, MOA is unable to obtain a release of said lien within thirty days of CITY or EEF's notice, MOA shall provide CITY or EEF with a cash payment in the amount of the stated amount of the lien. CITY or EEF shall place such cash deposit in an interest bearing account of CITY or EEF's choice at the bank where CITY or EEF conducts its banking business. If the lien is not thereafter released no later than six months following the date of CITY or EEF's notice, CITY or EEF shall be permitted to use the cash deposit and all earnings thereon to obtain a release of the lien. Should there be any balance remaining in the cash account after release of the lien, the balance shall be refunded to MOA. Should MOA obtain a release of the lien after making the cash deposit, the entire balance of the cash deposit shall be paid to MOA upon receipt by CITY or

EEF of satisfactory proof that CITY or EEF's title is no longer encumbered by the lien. Should CITY or EEF be named in any suit, whether or not it is a suit to foreclose upon a lien, resulting from any work performed, or materials provided, for or on behalf of MOA, MOA agrees to indemnify and save CITY and EEF harmless from and against any such suit or claim, including costs.

(d) The improvements constructed by MOA shall be constructed according to drawings and specifications approved by the CITY for offices, classrooms, art workrooms and museum display areas. It is anticipated that MOA will provide improvements which have a value of at least \$280,000.

(e) The parties acknowledge that MOA must obtain a loan in order to complete its tenant improvement obligation hereunder. MOA shall be obligated to obtain a commitment, in a form reasonably acceptable to CITY, for the loan by the 31st day of January, 2000. Failure to obtain the commitment shall render this Agreement null and void.

3.3 Common Premises Improvements. The common area of approximately 1,000 square feet described in Exhibit E adjacent to the Museum Space together with bathrooms required by the CITY's Building Code ("Common Premises") shall be improved by the CITY, MOA and one or more other tenants of the Civic Center Building. Englewood and MOA each agree to pursue such improvements through the CITY's contractor. MOA shall not be responsible to expend more than one-third of the cost of such improvements (estimated to be Two Hundred Seventeen Thousand Dollars) in an amount not to exceed Seventy-three Thousand Dollars. If no third party tenant(s) participate(s) in this obligation to construct the Common Premises improvements, the CITY shall bear the cost of the remainder of such improvements. MOA shall take the lead with respect to design control for the Common Premises which shall be built in accordance with plans approved by the CITY.

ARTICLE IV **USE OF PREMISES**

4.1 Use of Premises and Business Hours. During the entire term of this Agreement, the Demised Premises shall be used solely for the purpose of the conduct of MOA's exempt purposes, its business offices, classes, and other lawful activities associated with such business. The business hours for MOA shall conform to the standard building hours of operation. The CITY agrees to accommodate additional hours outside standard building hours on a reasonable basis. MOA shall be required to provide the CITY with notice of the need for additional hours in advance. For all purposes under this Agreement standard building hours means 7:00 a.m. to 9:00 p.m., Monday through Friday, and 7:00 a.m. to 6:00 p.m. Saturday, other than holidays.

4.2 Compliance with Laws and Regulations. MOA shall, at all times, maintain and conduct its business, insofar as the same relates to MOA's use and occupancy of the Demised Premises, in a lawful manner, and in strict compliance at MOA's sole expense with all governmental laws, rules, regulations and orders and provisions of insurance underwriters applicable to the business of MOA conducted in and upon the Demised Premises.

4.3 **Affirmative Covenants of MOA Relative to Usage of Demised Premises.** MOA agrees to the following:

(a) MOA shall warehouse, store or stock in the Demised Premises only MOA's necessary equipment and supplies.

(b) MOA shall not permit waste.

(c) MOA shall keep said premises clean and in the sanitary condition as required by the ordinances, and the health, sanitary, and police regulations, of CITY.

(d) MOA shall not permit nor allow said premises, or the walls or floors thereof, to be endangered by overloading.

ARTICLE V **MAINTENANCE, REPAIRS AND SERVICES**

5.1 **By MOA.** MOA agrees that during the term of this Agreement, it will be obligated to make all repairs, maintenance and replacements to all fixtures, appliances and facilities furnished by MOA.

5.2 **By Englewood.** Englewood agrees that, without extra charge, during the term of this Agreement, and in accordance with standards from time to time prevailing for like office buildings in Englewood, Colorado, to furnish water, sewer, and such heated or cooled air to the Demised Premises during all of MOA's business hours as may be required for the comfortable use and occupancy of the Demised Premises; to provide building standard nightly janitor service for the Demised Premises during business days which, at a minimum, will include the daily emptying of waste receptacles, vacuuming of floors, spot cleaning of carpets as necessary, and dusting of all horizontal surfaces; to provide quarter annual window washing and such wall cleaning as may in the judgment of Englewood be reasonably required; to provide snow removal as needed, and to cause electric current to be supplied for lighting in the leased premises and public halls, and it is understood that MOA shall use such electric current as shall be supplied by Englewood for all equipment necessary to conduct MOA's business. The CITY shall replace light bulbs or tubes used in lighting the Demised Premises. Englewood shall, during standard business hours, provide proper and adequate security to the Demised Premises.

5.3 **Parking.** Englewood shall provide MOA with no fewer than forty (40) non-assigned and shared parking spaces in the parking area of CityCenter closest to access to the Museum Space.

5.4 **Surrender of Premises.** At the expiration of this Agreement, MOA shall surrender the Demised Premises in the same condition as exists upon the completion of the MOA improvements, ordinary wear and tear excepted.

ARTICLE VI
FIXTURES, SIGNS, AND ALTERATIONS

6.1 **Fixtures.** All fixtures of a permanent nature installed by MOA shall be in good condition and have a useful life of at least twenty years, unless otherwise approved by EEF. Upon the installation of any fixture of a permanent nature by the MOA, such fixture shall become the property of EEF. EEF must approve in advance the installation of a permanent fixture and such approval shall not be unreasonably withheld.

6.2 **Signs.** MOA shall not erect any antenna, loudspeaker, or any exterior or interior signs without first obtaining the written consent of Englewood, which consent shall not be unreasonably withheld. MOA signage shall conform to other signage in the Civic Center Building. Further, all approved, illuminated signs must derive light from a concealed source (no exposed globes, tubing, etc.). Englewood shall provide adequate directional signage to and from MOA throughout the CityCenter as well as street and building signage identifying MOA's presence and location and identification of classes and events.

6.3 **Alterations.** Subsequent to completion of the improvements, MOA may, from time to time, during the term, at its own cost and expense, upon written consent of Englewood, which consent shall not be unreasonably withheld, make any reasonable nonstructural alterations or changes in the interior of the Demised Premises in a good and workmanlike manner in compliance with all applicable requirements of law, it being understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work and modification and rearrangement of fixtures; provided that nothing in this Section 6.3 shall limit or modify MOA's rights under Section 5.2. CITY agrees to cooperate with MOA for the purpose of securing necessary permits for any changes, alterations or additions permitted under this section. For this purpose, nonstructural alterations or changes do not include alterations or changes being made in the Museum Space for the purpose of presenting an art or performance exhibit of a duration of less than six months. In this latter event, MOA will not be obligated to obtain consent of CITY. MOA shall be required to obtain permits mandated by ordinance, if any, in order to make any such alterations or improvements.

MOA will not alter the exterior of the Demised Premises and shall have no right to make any change, alteration or addition to the Demised Premises which would impair the structural soundness or diminish or increase the size thereof, without the prior written consent of Englewood.

All costs of any such work shall be paid promptly by MOA so as to prevent the assertion of any liens for labor or materials. MOA agrees that any improvements made by it (except trade fixtures and unattached signs) shall immediately become the property of EEF.

ARTICLE VII
PUBLIC LIABILITY

7.1 **MOA's Liability Insurance.** MOA shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises, and the business operated by MOA in the Demised Premises, in which the limits of public

liability shall not be less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per incident and in which the total damage liability shall not be less than Two Million and No/100 Dollars (\$2,000,000.00). The policy shall name Englewood as an additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY and EEF thirty (30) days prior written notice. The insurance shall be an insurance company approved to do business in the State of Colorado and a copy of the policy or a Certificate of Insurance shall be delivered to Englewood.

7.2 **Worker's Compensation.** To the extent required by law, MOA shall procure and maintain worker's compensation coverage for its employees.

ARTICLE VIII DAMAGE BY FIRE OR OTHER CASUALTY

8.1 **Insurance Coverage by MOA.** MOA shall keep the Demised Premises insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than the full insurable value of the improvements thereof.

8.2 **Additional Coverage by MOA.** MOA agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that MOA assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

8.3 **Protection from Subrogation.** Anything in this Agreement to the contrary notwithstanding, neither CITY, EEF nor MOA shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Demised Premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or connected with MOA's use and occupation of the Demised Premises, or the condition thereof, or of sidewalks, streets or alleys adjoining caused by negligence or other fault of CITY, EEF or MOA or of their respective agents, employees, licensees, assignees, guests or invitees, to the extent that such business interruption or loss or damage to the property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects CITY, EEF or MOA or two or more of them) or for which such party is otherwise reimbursed; and licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this Section 8.3 contained shall be construed to impose any other or greater liability upon CITY, EEF or MOA than would have existed in the absence of this Section 8.3.

8.4 **Notice.** MOA shall give immediate written notice to Englewood of any damage caused to the Demised Premises by fire or other casualty

8.5 **Partial Damage.** In case during the term hereof the Demised Premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, MOA shall forthwith proceed to repair such damage and restore the

Demised Premises, (subject, however, to zoning laws and building codes then in existence) to substantially their condition at the time of such damage. MOA agrees that, promptly after completion of such work, it will proceed with reasonable diligence and at its sole cost and expense to restore its fixtures and equipment for reopening. In making such repairs of partial damage MOA shall be permitted to obtain the proceeds, if any, of the fire insurance procured by MOA which proceeds are paid as a result of such fire damage, whether paid directly to Englewood or the company or the agency doing the repair work. MOA shall be responsible for payment of all repair work for such partial damage which is not covered by such fire insurance.

8.6 Substantial Damage. In case during the term hereof the Demised Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by insurance, MOA shall have the option exercisable in writing within forty-five (45) days to terminate this Agreement and deliver to Englewood all insurance proceeds (other than proceeds in respect of inventory, fixtures and equipment), if any, or to retain this Agreement in full force and effect in which event MOA shall, proceeding with all reasonable dispatch, repair or rebuild the Demised Premises, to substantially their condition at the time of such damage or destruction (subject, however, to zoning and building codes then in existence). For this purpose the term "inventory" includes, among other things, MOA's artwork.

8.7 No Abatement of Operation. MOA agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable.

8.8 Definition of Substantial Damage. The terms "substantially damaged" and "substantial damage," as used in this Article, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the Demised Premises restored within one hundred and thirty-five (135) days from the time that such repair or restoration work would be commenced, as certified by a registered architect selected by MOA and accepted by Englewood.

ARTICLE IX

HAZARDOUS MATERIALS

9.1 MOA's Representation. MOA agrees that whenever it, or any of its agents, employees, contractors, licensees or invitees, causes or permits any Hazardous Material to be brought upon, kept, used or disposed of in, about or from the Demised Premises by MOA, the same will be kept, used and disposed of in a manner that complies with all laws regulating any such Hazardous Material and their possession, storage, use and disposal.

9.2 Definition of Hazardous Material. "Hazardous Material", as used in this Agreement, shall be any petroleum based products, paints and solvents, polychlorinated biphenyl, lead, acids, ammonium compounds and other chemical products (excluding commercially used cleaning materials in ordinary quantities), and any substance or material if defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local law, statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time.

9.3 **Englewood's Responsibility for Removal.** Notwithstanding the foregoing, if any Hazardous Material was used in connection with the original construction of the Demised Premises and the removal of such Hazardous Material from the Demised Premises becomes necessary during the term of this Agreement, Englewood shall be responsible for the removal of the same, except if MOA, or any of its agents, employees, contractors, licensees, or invitees, by their actions (as opposed to ordinary wear and tear) has somehow affected the original construction materials in some way so that the same have to be removed, in which event MOA shall be responsible for such removal.

ARTICLE X ASSIGNMENT AND SUBLETTING

10.1 **Consent Required.** MOA may not assign this Agreement and/or sublet the Demised Premises or any part thereof, without in each instance obtaining the written permission of CITY. The consent by Englewood to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Agreement is assigned, or if the Demised Premises or any part thereof is sublet or occupied by anybody other than MOA, CITY may collect rent from the assignee, sublessee or occupant, and apply the net amount collected to the rent herein reserved, and such assignment, subletting, occupancy or collection shall be deemed a release of MOA from the further performance by MOA of covenants on the part of MOA herein contained with respect to the assigned or sublet premises. Notwithstanding the right to assign or sublet herein granted, the CITY shall be permitted to refuse to consent to assignment or sublet unless the CITY's obligation under Article XVI is eliminated upon assignment or sublet.

ARTICLE XI MOA'S DEFAULT

11.1 **Events of Default.** The following events shall be deemed to be events of default by MOA under this Agreement.

(a) MOA shall have failed to pay any installment of rent or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of ten (10) days after written notice from the CITY; or

(b) MOA shall have failed to comply with any other provisions of this Agreement and shall not cure such failure within thirty (30) days after CITY, by written notice, has informed MOA of such noncompliance; or

(c) MOA shall file in any court a petition in bankruptcy or insolvency or for reorganization within the meaning of the United States Bankruptcy Code, as amended, (or for reorganization or arrangement under any future Bankruptcy Act for the same or similar relief) or for the appointment of a receiver or trustee of all or a portion of MOA's property; or

(d) An involuntary petition of the kind referred to in paragraph (c) of this Section 11.1 shall be filed against MOA and such petition shall not be vacated or withdrawn within ninety (90) days after the date of filing thereof, or

(e) MOA shall make an assignment for the benefit of creditors, or

(f) MOA shall be adjudicated a bankrupt, or

(g) MOA shall for reasons other than those specifically permitted in this Agreement, cease to conduct its business operations required by Article IV hereof in the Demised Premises or shall vacate or abandon the Demised Premises and leave same vacated or abandoned for a period of thirty (30) days.

Upon the occurrence of an event of default, Englewood's sole remedy shall be to cancel and terminate this Agreement.

11.2 Costs, Expenses and Attorneys' Fees. In the event of any suit instituted by either party to enforce the covenants and agreements contained in this Agreement, the prevailing party in any such litigation shall be entitled to recover all costs, expenses, and reasonable attorneys' fees that may be incurred or paid as a result of such litigation. In the event of a compromise, neither party shall recover costs, expenses and attorneys' fees, but such costs, expenses and attorneys' fees may be considered by the parties in reaching a compromise.

ARTICLE XII **SUBORDINATION OR SUPERIORITY OF SUBLEASE**

12.1 Lease Subordinate or Superior to Deed of Trust. It is agreed that the rights and interest of MOA under this Agreement shall be subject and subordinate to any mortgage or deeds of trust placed upon the Civic Center Building, to any and all advances to be made thereunder, to the interest thereon, and to all renewals, modifications, replacements and extension thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust must elect by written notice delivered to MOA to subject and subordinate the rights and interest of the MOA under this Agreement to the lien of its mortgagee or deed of trust and shall agree to recognize this Agreement of MOA in the event of foreclosure if MOA is not in default; however, any mortgagee or trustee may elect to give the rights and interest of the MOA under this Agreement priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to MOA to that effect, the rights and interest of the MOA under this Agreement shall be deemed to be subordinate to, or have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Agreement is dated prior to or subsequent to the date of said mortgage or deed of trust. MOA shall execute and deliver whatever instruments may be required for such purposes, and in the event MOA fails so to do within ten (10) days after demand in writing, MOA does hereby make, constitute and irrevocably appoint CITY as its attorney in fact and in its name, place and stead so to do.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1 **Holding Over.** In the event that MOA shall continue to occupy the Demised Premises after the expiration of this Agreement, said tenancy shall be construed to be a tenancy from month-to-month. All of the terms and conditions herein contained shall apply.

13.2 **Waiver.** Failure on the part of the CITY to complain or notify of any action or nonaction on the part of MOA, no matter how long the same may continue, shall never be deemed to be a waiver by Englewood of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Englewood shall be construed as a waiver at any subsequent time of the same provisions unless Englewood so agrees at the time of the waiver.

13.3 **Covenant of Quiet Enjoyment.** MOA, subject to the terms and provisions of this Agreement on payment of the rent and observing, keeping and performing all of the terms and provisions of this Agreement on its part to be observed, kept and performed, shall lawfully peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Englewood. MOA acknowledges that a dance studio may occupy premises contingent to the Demised Premises.

13.4 **Status Reports.** Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Agreement. Without limiting the generality of the foregoing, MOA specifically agrees, promptly upon the commencement of its business in the Demised Premises, to notify CITY in writing of the date thereof, and acknowledge satisfaction of the requirements with respect to construction and other matters by Englewood, save and except for such matters as MOA may wish to set forth specifically in said statement.

13.5 **Notice to Mortgagee.** After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Demised Premises, MOA shall, so long as such mortgage is outstanding be required to give to such holder the same notice as is required to be given to CITY under the terms of this Agreement, but such notice may be given by MOA to CITY and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to CITY, and if necessary to cure such a default, such holder shall have all rights of CITY.

13.6 **Invalidation of Particular Provisions.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13.7 Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Englewood and MOA. Each term and each provision of this Agreement to be performed by Englewood or MOA shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of MOA is not intended to constitute a consent to assignment by MOA, but has reference only to those instances in which Englewood may later give written consent to a particular assignment as permitted by the provisions of Section 10.1 hereof.

13.8 Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by laws of the State of Colorado and its political subdivisions as the same may from time to time exist.

13.9 Notices. Any notice which may be required to be given under this Agreement shall be delivered in person or sent by registered or certified mail, postage prepaid and shall be addressed to Englewood at 3400 South Elan Street, Englewood, Colorado 80110 (through May 31, 2000 and thereafter to 1000 Englewood Parkway, Englewood, Colorado 80110), Attention: City Manager and to MOA at the address of the Demised Premises, with a copy to Sheldon H. Smith, Davis, Graham & Stubbs LLP, 370 17th Street, Suite 4700, Denver, Colorado 80202, or to either party at such other address as shall be designated by written notice to the other party.

Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to MOA is in writing addressed to MOA at the Demised Premises and deposited in the mail with postage prepaid, and if such notice to Englewood is in writing addressed to the location for payment of rent as provided in Article II and deposited in the mail with postage prepaid.

13.10 Section Headings. The headings, section numbers and article numbers appearing in this Agreement are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted as a matter of convenience.

13.11 Entire Agreement. This Agreement and any exhibits or riders made a part hereof constitute the entire agreement between the parties relating to the subject matter hereof. It is understood that there are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements or understandings, if any, between the parties hereto or displayed by Englewood to MOA with respect to the subject matter hereof, and none shall be used to interpret or construe this Agreement. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this Agreement except as may be executed in writing between the parties hereto.

13.12 Access to Premises. Englewood shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the same and during any emergency. If Englewood deems any repairs necessary, Englewood may make at its expense or cause MOA to make such repairs, as may be required under this Agreement, at MOA's expense.

13.13 Payment After Termination or Notice. No payment of money by MOA to Englewood after the termination of this Agreement in any manner, or after the giving of any notice to MOA, shall reinstate, continue or extend the term of this Agreement or affect any notice given to MOA prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting Englewood possession of said premises, Englewood may receive and collect any sums of rent due, or any other sums of money due under the terms of this Agreement, and the payment of such sums of money whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgment theretofore obtained.

13.14 Access for Reletting. Englewood may at any time within ninety (90) days before the expiration of this Agreement, enter the Demised Premises at all reasonable hours for purposes of offering the same for rent, and may place and keep on the window and doors of said premises signs advertising the premises for rent.

13.15 Joint and Several Liability. All the terms, covenants and conditions contained in this Agreement to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

13.16 Brokers. MOA warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Agreement, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Agreement.

13.17 Corporate Authority. MOA is a Colorado not-for-profit corporation, and each individual executing this Agreement on behalf of MOA represents and warrants that he is duly authorized to duly execute and deliver this Agreement on behalf of MOA, and that this Agreement is binding upon MOA, in accordance with its terms.

13.18 Copies. This Agreement may be executed in any number of copies all of which shall be deemed an original and all of them shall constitute one and the same agreement; provided, that, it shall only be necessary to produce one copy of such Agreement for proof.

13.19 Approval of City Council. CITY represents and warrants that all of the terms of this Agreement have been reviewed and approved by its City Council, that an appropriate resolution has been adopted by the City Council authorizing CITY to enter into this Agreement, that the person executing this Agreement on behalf of CITY has full authority to do so, and that the actions of the City Council are such that this Agreement shall remain in full force and effect in accordance with its terms throughout the term described in Section 1.2. CITY further represents and warrants that this Agreement is legally binding upon CITY; however, any provision of this Agreement or its exhibits which impose upon the CITY, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this Agreement is expressly made contingent upon and subject to funds for such financial obligation be appropriated, budgeted and otherwise made available. A copy of the resolution of the City Council is attached hereto and incorporated herein as Exhibit H.

13.20 **Approval of Board of Directors of EEF.** EEF represents and warrants that all of the terms of this Agreement have been reviewed and approved by the Board of Directors of EEF, that an appropriate resolution has been adopted by the Board of Directors authorizing EEF to enter into this Agreement, the person executing this Agreement on behalf of EEF has full authority to do so, and that the actions of the Board of Directors are such that this Agreement shall remain in full force and effect in accordance with its terms throughout the term described in Section 1.2. EEF represents that it is a legally constituted entity with capacity to execute this Agreement which it represents is legally binding upon EEF. A copy of the resolution of the Board of Directors of EEF is attached hereto and incorporated herein as Exhibit I.

ARTICLE XIV **MOA'S RENEWAL OPTION**

14.1 **Option to Renew.** As additional consideration for the covenants of MOA hereunder, CITY hereby grants unto MOA an option (the "Option") to extend the term of the Agreement for three (3) additional terms of five (5) years (an "Option Term") each. Each Option shall apply to all Museum Space at the time the Option Term would commence, and shall be on the following terms and conditions:

(a) Written notice of MOA's election to exercise an Option shall be given to CITY no later than six (6) months prior to the expiration of the term ("MOA's Notice"). If MOA timely exercises an Option, the Agreement shall be deemed extended with all of its terms.

(b) Unless CITY is timely notified by MOA in accordance with paragraph (a) above, it shall be conclusively deemed that MOA does not desire to exercise the Option, and the Agreement shall expire in accordance with its terms, at the end of the term.

(c) If MOA is in default of this Agreement at the time of notice hereunder, the option may be exercised only with the written consent of the CITY.

(d) The Options granted hereunder shall be upon all of the terms and conditions contained herein.

(e) After exercise of all of the Options above described, there shall be no further rights on the part of MOA to extend the term of the Agreement.

ARTICLE XV **ARTWORK DISPLAY**

15.1 **Display of Artwork.** The works of art described in Exhibit F hereto, each of which is owned by MOA, shall be displayed throughout the CityCenter pursuant to the Artwork Installation Plan described in Section 15.5 below. Works of art subsequently acquired by MOA and works of art prepared through MOA's art education programs may be displayed in such areas of CityCenter from time to time. MOA alone shall have the right to display works of art and exhibits in CityCenter in the locations described as MOA artwork locations in the Artwork Installation Plan, and all

decisions with respect to the nature and propriety of any particular piece of art or any exhibit by MOA of any artwork whatsoever is expressly granted, reserved to and held alone by MOA. Location of artwork within CityCenter as set forth in Exhibit F shall be subject to approval of the CITY. Exhibit F shall be amended, upon approval by CITY, EEF and MOA, from time to time as new works of art are installed, new plans are prepared, art is removed, or otherwise. Amendments to Exhibit F are incorporated herein.

15.2 Movement of Artwork. With the consent of EEF, MOA shall be permitted to move any permanent work of art from one designated point to any other designated point within the CityCenter during the term of the Agreement. The cost of moving any such art within CityCenter shall be paid by MOA, unless the request to move the art was made by the CITY or EEF in which event the CITY or EEF shall pay the cost.

15.3 Sale of Artwork. MOA, in its sole and absolute discretion, shall be permitted to sell any work of art which it owns and which is on display in the CityCenter other than those designated as "Permanent Installations" on Exhibit F. Upon the removal of any such sold item, MOA shall be responsible to pay for all costs of removal and any cost of restoration of the space from which such artwork was removed.

15.4 Original Installation of Artwork. Within the period that commences thirty (30) days prior to the Occupancy Date and ends no later than ninety (90) days following the Occupancy Date, MOA, at its sole cost, will move and complete any restoration or conservation which MOA deems necessary on each of the eighteen pieces of art described in Exhibit F. Thirteen of these pieces of art will be permanently installed for the term of the Agreement in the CityCenter pursuant to the Artwork Installation Plan. Five of the pieces of art identified as "Temporary Installations" in Exhibit F may be replaced or moved at MOA's sole discretion within or without CityCenter. The initial installation shall be paid for by Englewood and will include signage, all landscaping, pedestals, lighting, pads and other items described in the Artwork Installation Plan. In no event, however, shall Englewood be obligated to pay more than \$100,000 for the initial installation.

15.5 Artwork Installation Plan. No later than the 15th day of March, 2000, the CITY, EEF and MOA shall agree to an Artwork Installation Plan. The Artwork Installation Plan shall be in writing which, upon completion, shall be incorporated into this Agreement as Exhibit G. The Artwork Installation Plan shall identify the places in the CityCenter where artwork will be permitted to be displayed, shall set forth the requirements for installation and display including, but not limited to, foundations and pedestals, fencing, lighting, security cameras, and all other matters pertaining to the installation and display of the artwork.

15.6 Responsibility for Installed Artwork. MOA shall be responsible for, and pay the expense of, maintenance, repair, replacement, insurance and extraordinary security for the artwork installed at any time in CityCenter. Englewood shall be responsible for utilities, ground maintenance and standard security for the artwork installed at any time in CityCenter.

ARTICLE XVI
CITY SUPPORT OF MOA

16.1 Annual Contribution by CITY. The CITY will pay to MOA the sum of Ninety-Six Thousand Dollars (\$96,000.00) annually by payment of Forty-Eight Thousand Dollars (\$48,000) on the Occupancy Date and on each date thereafter which is six months following the preceding payment date throughout the term of this Agreement. It is anticipated that the CITY will take all reasonable steps to fulfill this obligation recognizing that the TABOR amendment to the Colorado Constitution does not allow for the enforcement of this promise unless there is compliance with the TABOR amendment. This grant shall be utilized, in MOA's discretion, solely for the following purposes, set forth hereafter in no particular order of priority:

- (a) Support for MOA's education programs and facilities.
- (b) Assistance with special events provided within the CITY by MOA.
- (c) Public art displays.
- (d) Ongoing maintenance of artwork displayed in the CityCenter

16.2 Failure of CITY to Make Annual Contribution. Should the CITY fail to make any annual contribution as provided for in Section 16.1, MOA shall have the following remedies:

- (a) Declare this Agreement terminated, AND
 - (1) Vacate the Demised Premises, AND
 - (2) Obtain from the CITY in a lump sum payment, within thirty (30) days of the date MOA vacates the Demised Premises, in an amount equal to the total value (not to exceed Five Hundred Thousand Dollars (\$500,000) of improvements made by MOA to the Demised Premises under Section 3.2 and to the Common Premises under Section 3.3 reduced by Twelve Thousand Dollars (\$12,000) for each full year measured from the Occupancy Date to the date of the CITY's failure to pay under Section 16.1 and then multiplied by a fraction whose numerator is ten (10) minus the number of full years from the Occupancy Date to the date of the CITY's failure to pay and whose denominator is ten (10); OR
- (b) Elect to keep this Agreement in effect by remaining a subtenant pursuant to the terms hereof without payment of the amounts set forth in Section 16.1 and, notwithstanding any provision to the contrary, have the right to remove any or all works of art described in the Artwork Installation Plan or in Exhibit E without the consent of Englewood.

ARTICLE XVII
MOA OBLIGATIONS, PERFORMANCE, AND REPRESENTATIONS

17.1 MOA Operations. MOA will continue to operate, maintain and enhance a world-class museum and art education program at CityCenter. MOA will develop programming that may

include, but not be limited to, art education-based exhibitions and special events such as the state-wide Design and Build Competition; state-wide education-based gallery exhibitions and special programs; concerts, workshops and festivals in collaboration with Up Close and Musical, musicians from the Colorado Symphony Orchestra, The David Taylor Dance Theatre, and other Colorado and resident arts organizations; and temporary and permanent art installations of approximately \$1,000,000 in value. Notwithstanding the foregoing description of operations, should any of these operations terminate at no fault of MOA, there shall be no breach of this operations requirement, but, MOA shall thereafter use all reasonable efforts to replace the terminated operation with a similar one. MOA shall continue to market all of its programs and activities at CityCenter. MOA will develop a resident art education discount program for all residents of the City of Englewood, Colorado in collaboration with the Englewood Cultural Arts Commission.

17.2 MOA Representations. MOA represents to the CITY as follows:

- (a) MOA has been recognized for its efforts in both "Arts" and "Education."
- (b) The Governor of Colorado and the Colorado Council on the Arts honored MOA in 1995 with the *Governor's Award for Excellence in the Arts*, Colorado's highest arts honor.
- (c) In 1993, MOA was presented with the *Museum Educator of the Year* award from the Colorado Art Association and has also been praised for art and education by all the major art and news publications in Colorado, including *Westword's "Best of Denver: Best Art Classes for Kids"* 1995.
- (d) MOA currently offers approximately 50 classes differing in focus and duration in each of three annual sessions.
- (e) MOA currently provides art education services for three times as many primary school students as the Denver Art Museum.
- (f) MOA produces special programming throughout each calendar year.
- (g) MOA maintains a minimum annual budget of \$500,000 which it shall maintain so long as its gross income from all sources equals or exceeds its gross income for 1999; and should its gross income fall below the amount for 1999, the minimum budget shall reduce only in proportion to the decrease in gross income.
- (h) Up Close and Musical was established in 1987 as a Colorado non-profit organization and independent affiliate of the Colorado Symphony Orchestra. It has performed over 300 concerts to thousands of people throughout Colorado, and the majority of its presentations are geared for elementary school audiences. Its versatility lends itself to adaptations for expanded programming to audiences of all ages at CityCenter.
- (i) MOA shall spend at least \$50,000 per year for its programming as described in Section 17.1, and, no later than August 31 of each year, MOA shall provide a report to the CITY describing the programs provided and costs incurred during the preceding year of this Agreement with respect to all programs provided at CityCenter.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF ENGLEWOOD

Attest:

by: _____
Its: Thomas J. Ellis, Mayor

by: _____
City Clerk - Leucristina A. Ellis

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

by: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing Governmental Agreement and Sublease was subscribed, acknowledged, and affirmed or sworn to before me this ____ day of _____, 1999, by _____, as _____ of Englewood Environmental Foundation, Inc.

WITNESS my hand and official seal.

Notary Public

(SEAL)

Address

My Commission Expires

THE MUSEUM OF OUTDOOR ARTS

by: [Signature]
Its: President

STATE OF COLORADO)
) as
COUNTY OF ARAPAHOE)

The foregoing Governmental Agreement and Sublease was subscribed, acknowledged, and affirmed or sworn to before me this 17th day of December, 1999, by [Signature] President of The Museum of Outdoor Arts. [Signature]

WITNESS my hand and official seal.

Notary Public

(SEAL)

Address
Littleton Co 80120

My Commission Expires
12-11-00

EXHIBIT A
TO
GOVERNMENTAL AGREEMENT AND SUBLEASE
between
THE CITY OF ENGLEWOOD, COLORADO
ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.
AND
THE MUSEUM OF OUTDOOR ARTS

Legal Description for 1000 Englewood Parkway

'EXHIBIT A'

PARCEL A: ENGLEWOOD CIVIC CENTER SITE

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 68.00 FEET TO A POINT ON THE NORTH LINE OF WEST HAMPDEN AVENUE (AS SAID NORTH LINE EXISTED PRIOR TO THE GRANT OF EASEMENTS IN INSTRUMENTS RECORDED IN BOOK 1714 AT PAGES 412, 423, 426 AND 429);
THENCE EASTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 07 MINUTES 26 SECONDS ALONG SAID NORTH LINE A DISTANCE OF 153.00 FEET;
THENCE NORTHERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 405.00 FEET TO THE "TRUE POINT OF BEGINNING" OF A PARCEL OF LAND DESCRIBED AS EXCEPTION "A" IN BOOK 1807 AT PAGE 713;
THENCE NORTHWESTERLY ON AN ANGLE TO THE LEFT OF 45 DEGREES 00 MINUTES 00 SECONDS ALONG SAID PARCEL A DISTANCE OF 384.00 FEET;
THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID PARCEL A DISTANCE OF 480.00 FEET;
THENCE NORTHWESTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID PARCEL A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING SITUATED 25.00 FEET SOUTHEASTERLY FROM THE SOUTHEAST FACE OF THE FOLEY'S BUILDING AS MEASURED PERPENDICULAR THERETO;

THENCE AROUND SAID FOLEY'S BUILDING THE FOLLOWING SEVEN (7) COURSES:

1. NORTHEASTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 145.00 FEET;
2. THENCE NORTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 50.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 262.00 FEET;

PARCEL A (CONT'D):

3. THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 125.00 FEET;
4. THENCE NORTHWESTERLY ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, PERPENDICULAR TO SAID BUILDING, A DISTANCE OF 70.00 FEET;
5. THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 165.00 FEET;
6. THENCE SOUTHEASTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 35.00 FEET DISTANT FROM SAID BUILDING, A DISTANCE OF 132.00 FEET;
7. THENCE NORTHEASTERLY ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS, PARALLEL WITH AND 25.00 FEET DISTANT FROM THE FACE OF SAID BUILDING, A DISTANCE OF 145.00 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF ARAPAHOE,
STATE OF COLORADO.

EXHIBIT B

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

Plat of CityCenter

FINAL PLAT
ENGLEWOOD CITY CENTER FILING NO. 1
 1 PART OF THE SE 1/4 OF SECTION 23, AND A PART OF THE SW 1/4 OF SECTION 24,
 TOWNSHIP 4 SOUTH, RANGE 48 WEST OF THE 6TH P.M.
 CITY OF ENGLEWOOD, COUNTY OF ADAMS, STATE OF COLORADO



LEGEND

- 1. 1/4 SECTION 23
- 2. 1/4 SECTION 24
- 3. 1/4 SECTION 25
- 4. 1/4 SECTION 26
- 5. 1/4 SECTION 27
- 6. 1/4 SECTION 28
- 7. 1/4 SECTION 29
- 8. 1/4 SECTION 30
- 9. 1/4 SECTION 31
- 10. 1/4 SECTION 32
- 11. 1/4 SECTION 33
- 12. 1/4 SECTION 34

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ADAMS COUNTY, COLORADO, ON APRIL 15, 1914, AT 10:30 A.M. BY THE COUNTY CLERK, J. H. HARRIS.

EXHIBIT C

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

Exempt Purposes of The Museum of Outdoor Arts

MOA'S EXEMPT PURPOSES

The Corporation is formed exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 as amended (the "Code"), the principal purposes of which shall include, but not be limited to, the stimulation, promotion and development of the interest of the general public in every manner of art forms through the organization and operation of outdoor and indoor museums, the holding and sponsorship of music concerts, art exhibitions and theatrical and dance performances, all for cultural and educational purposes and to perform every act or acts necessary for, incidental to or connected with the furtherance of its charitable and educational purposes and generally to do anything permitted of an organization exempt from Federal income taxation under Section 501(c)(3) of the code.

EXHIBIT D

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

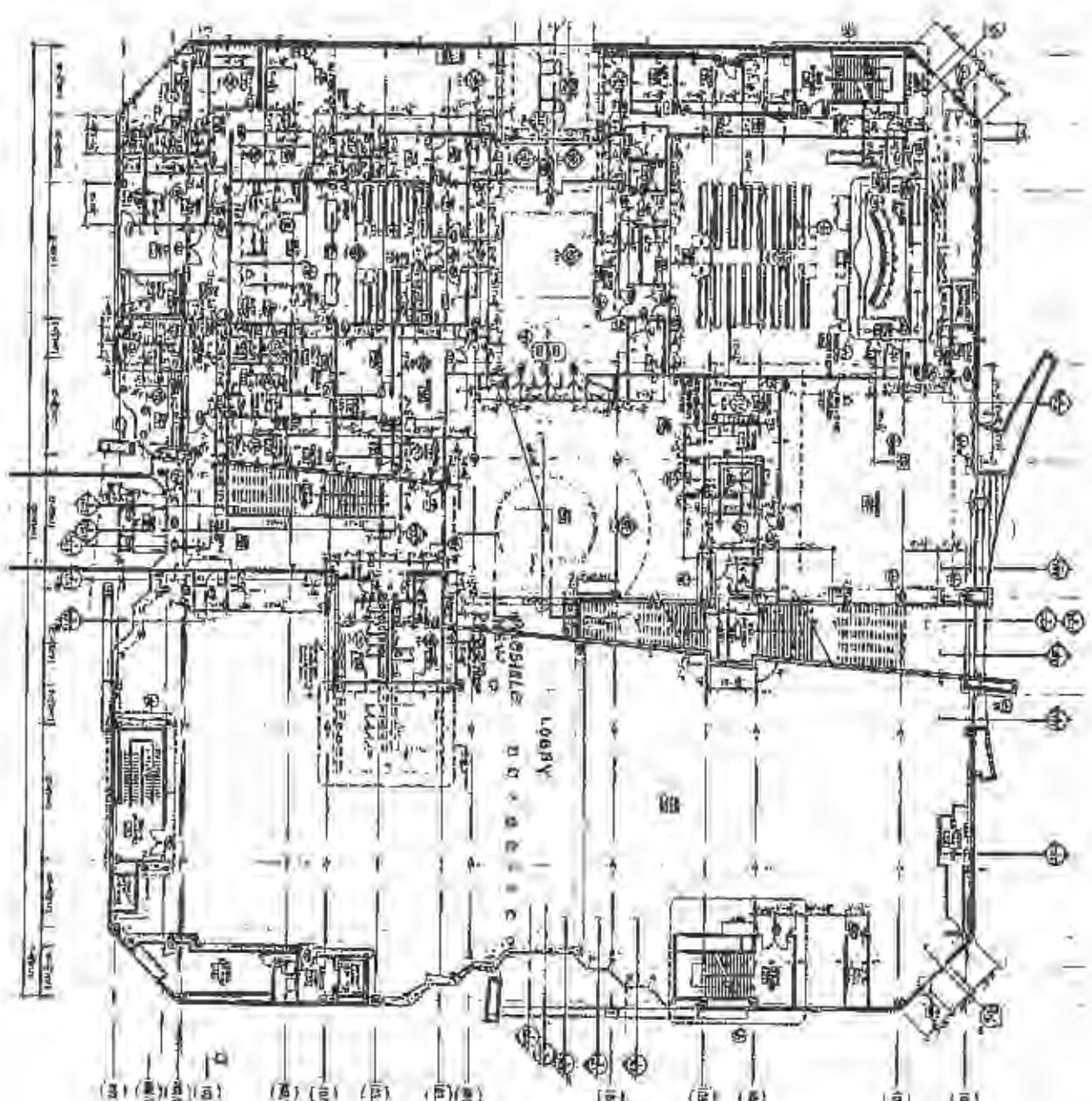
THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

Drawing of Demised Premises (Museum Space)



MUSEUM OF
OUTDOOR ART
LEASE AREA
2ND FLOOR

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ENGLEWOOD SPECIFICATIONS AND STANDARDS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ENGLEWOOD DESIGN MANUAL.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ENGLEWOOD DESIGN MANUAL.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ENGLEWOOD DESIGN MANUAL.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ENGLEWOOD DESIGN MANUAL.

DAVID OWEN TORRES ARCHITECTS

NO.	DATE	DESCRIPTION
1	11/11/08	ISSUED FOR PERMIT
2	11/11/08	ISSUED FOR PERMIT
3	11/11/08	ISSUED FOR PERMIT
4	11/11/08	ISSUED FOR PERMIT
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49	11/11/08	ISSUED FOR PERMIT
50	11/11/08	ISSUED FOR PERMIT

ENGLEWOOD CIVIC CENTER
SUNSHINE, SOLIDITY



M

April 25, 2010

Mr. Michael Flaherty
Deputy City Manager
City of Englewood
Englewood, Colorado 80110

Re: MOA - EXERCISE OF OPTION TO EXTEND ENGLEWOOD,
GOVERNMENTAL AGREEMENT AND SUBLEASE ("AGREEMENT").

Dear Mr. Flaherty:

Reference is hereby made to that certain Governmental Agreement and Sublease by and between the Museum of Outdoor Arts ("MOA"), the City of Englewood ("City") and the Englewood Environmental Foundation, Inc. ("EEF"), which term shall terminate at 12:00 midnight, on May 15, 2010 (collectively referred to herein in its entirety as "Agreement").

Pursuant to Article XIV (a) of the Agreement, MOA hereby timely exercises its option to extend the term of the Agreement by an additional five (5) year period commencing at 12:00 midnight, on May 15, 2010.

Except as provided in this exercise notice, all other terms of the Agreement shall remain in full force and effect.

THE MUSEUM OF OUTDOOR ARTS

By: 
Cynthia Madden Leitner
President & Executive Director

Cc: MOA, General Counsel
MOA, Board of Directors



0021001700 001

1001 Englewood Parkway, Suite 2-250, Englewood, Colorado 80110
303.686.4444 Fax:303.686.0502

EXHIBIT E

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

Specifications for Demised Premises and Common Area

Specifications for Demised Premises and Common Area

Extent and Expectations of the Core and Shell Finish for Englewood Cultural Arts/Museum of Outdoor Arts and David Taylor Dance Studios:

Flooring

- Floors shall be Sealed Concrete.

Exterior Walls

- Existing furring shall be removed leaving exposed existing concrete block walls and reflective glass block.
- Damaged existing glass block shall be repaired or replaced.

Interior Separation Walls

- 2 Hour wall construction East of the North Main Stair shall be 3 layers of 5/8" Type-X gypsum board on the stair side and 2 layers of 5/8" Type-X gypsum board on the tenant side of 6" metal studs w/3-1/2" sound attenuation insulation.
- 2 Hour wall construction at Existing Exit Stairs shall be 2 layers of 5/8" gypsum board on each side of 6" metal studs w/3-1/2" sound attenuation insulation.
- Remaining 1 Hour walls shall be constructed of 1 layer of 5/8" Type-X gypsum board on each side of 3-5/8" metal studs w/3-1/2" sound attenuation insulation.

Frames (Door and Window)

- Access door frame shall be 45 min. hollow metal frame.

Ceilings

- Existing exposed structure and metal decking has 2-hour spray on fire proofing throughout. Fire proofing damaged during demolition or construction will need to be repaired by tenant.

Mechanical

- Exposed ducts of supply and return air to be provided to satisfy minimum code requirements.

Electrical

- Lighting shall consist of strip fluorescent tube lighting to satisfy minimum code requirements.
- No additional electrical tie-ins are to be provided.

Plumbing

- Existing sanitary, roof, and overflow drains in space to remain.
- No additional plumbing tie-ins are to be provided. City will size plumbing to provide for additional restrooms.

Fire Protection

- Sprinkler supply lines and heads to be exposed as is. Piping changes and heads will need to be relocated to fit proposed construction.

Elevator

- No access shall be allowed to South East Employee Elevator.

EXHIBIT F

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

List of Artwork to Be Displayed at CityCenter

PUBLIC ART FOR INSTALLATION IN ENGLEWOOD CITYCENTER

Permanent Installations:

- 1-Porcellino
- 1-Resistance
- 2-Marzocco Lions
- 2-Greek Dogs
- 1-Windsong III
- 1-Brooklyn Bridge
- 1-The Fence
- 1-Bronze Bear
- 1-Child of Peace
- 2-Two untitled paintings by Joe Snyder

Total: 13

Temporary Installations:

- 1-Spheres
- 1-Marble On My Mind
- 1-Gossips
- 1-Luke the Evangelist
- 1-Two Open Trapezoids, Excentric V.

Total: 5

EXHIBIT G

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

**Artwork Installation Plan
(To be added to Agreement at its completion)**

EXHIBIT H

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

Ordinance.

~~Resolution~~ of the City Council of the City of Englewood, Colorado

EXHIBIT I

TO

GOVERNMENTAL AGREEMENT AND SUBLEASE

between

THE CITY OF ENGLEWOOD, COLORADO

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.

AND

THE MUSEUM OF OUTDOOR ARTS

Resolution of the Board of Directors of Englewood Environmental Foundation, Inc.

COUNCIL COMMUNICATION

Date November 8, 1999	Agenda Item 5 a i	Subject Agreement and Sublease with the Museum of Outdoor Arts for space at the Englewood Civic Center
INITIATED BY City Manager's Office		STAFF SOURCE Michael Flaherty, Assistant City Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

In 1998 City Council designated approximately 15,000 square feet of space on the second floor of the Englewood Civic Center for future cultural uses. This action is requested to finalize a sublease agreement between the City of Englewood, the Englewood Environmental Foundation, Inc. and the Museum of Outdoor Arts (MOA) for approximately 7000 square feet of space in Civic Center for operation of programs of the Museum that will benefit CityCenter Englewood.

RECOMMENDED ACTION

Staff recommends council approval of a Bill for an Ordinance to enter into an agreement with MOA. The agreement covers terms and conditions of the sublease agreement and commitments of the City and MOA relative to the use of space at the Civic Center and placement of artwork and other programming throughout CityCenter Englewood.

BACKGROUND

In an effort to activate and energize CityCenter Englewood and to provide for a unique character to the development, the City has explored opportunities for cooperation with cultural organizations at CityCenter. The Museum of Outdoor Arts was approached last year a potential tenant for Civic Center. Based on the operations of MOA, which include an exceptional art collection, educational programs and entertainment, the City seeks to enter into an agreement with MOA. Over the past several months discussions and negotiations between MOA and City staff have been actively pursued. The proposed agreement is the result of these joint efforts.

FINANCIAL IMPACT

The financial impact of the MOA agreement are summarized as follows:

To City by MOA

Valuation of loan artwork	\$ 1,000,000 (approximate appraised value)
Capital investment	\$ 500,000 (estimated cost)
Annual exhibits and events at CityCenter	\$ 50,000 (minimum)
Englewood resident discount programs	Working with Englewood Cultural Arts Commission to establish

To MOA by the City of Englewood

Art installation expenses (one-time expense)	\$ 100,000 (maximum expense-MOA to pay balance)
Annual appropriation	\$ 96,000
Utilities & maintenance – in kind	\$ 30,000 (based on sq. ft. calculation)

LIST OF ATTACHMENTS

- Bill for an Ordinance
- Proposed agreement
- Agreement summary/fact sheet



MEMORANDUM

To: City Council
Through: Gary Sears, City Manager
From: Michael Flaherty, Assistant City Manager *MF*
Date: November 4, 1999

Subject: MOA Proposed Agreement

BACKGROUND

In 1998 City Council designated approximately 15,000 square feet of space on the second floor of the Englewood Civic Center for future cultural uses. The goal of the Council through their action was to activate and energize CityCenter Englewood and to provide for a unique character to the development. The City explored various opportunities for cooperation with cultural organizations at CityCenter. The Museum of Outdoor Arts was approached last year as a potential tenant for Civic Center. Based on the operations of MOA, which include an exceptional art collection, educational programs and entertainment, the City seeks to enter into an agreement with MOA. Over the past several months discussions and negotiations between MOA and City staff have been actively pursued. The proposed agreement is the result of these joint efforts.

ISSUES/PROPOSED RESOLUTION

The primary issues raised in coming to agreement with MOA are as follows:

First, the cost to MOA for build-out of the space has become significantly more than they had originally projected. MOA had originally budgeted \$280,000 for building out their space. The actual cost is now estimated at nearly \$500,000, due to the City requiring MOA to provide finished ceilings and HVAC and electrical distribution and MOA agreeing to fund 1/3 of the cost for improvements to the common area, including additional restroom facilities. However, in order for MOA to be able to finance their improvements, they are requesting that the annual appropriation for their CityCenter operations be increased from \$84,000 to \$96,000. Assuming that that the actual cost of improvements completed by MOA is \$500,000, the increased contribution would cover the incremental cost of improvements within 20 years, the maximum term of the agreement with extensions.

The second issue relates to the City's Tabor restriction that allows only for obligations for which annual appropriations have been approved. Because of the amount of capital investment being made by MOA, the management and Board of Directors is requesting

some form of security in the event that the City fails to make an annual appropriation for MOA before their improvements are fully amortized. MOA has proposed that, in the event that the City fails to make an annual appropriation, the City would be required to repay, in a lump sum to MOA, its unamortized capital investment, based on a ten year amortization but allowing an additional annual deduction of \$12,000 to account for the City's increased annual contribution.

To legally commit for repayment in the event the City defaults will require the City to reserve funds, in a restricted account, for this purpose. A schedule of required City reserves over the ten year amortization period is attached.

In response to a question raised by Council member Garrett, repayment of any unamortized expenses of MOA will occur only if the City defaults. MOA is not entitled for repayment of unamortized improvements if they fail or chose not to exercise their initial option for extension.

Schedule of City Reserve for MOA Contract

<u>Year</u>	<u>Annual Payment</u>	<u>Default Payment*</u>	<u>% Not Amortized</u>	<u>Reserve Requirement</u>
2000	\$ 96,000	N/A	100 %	\$ 500,000
2001	\$ 96,000	\$ 500,000 - \$ 12,000	90 %	\$ 439,200
2002	\$ 96,000	\$ 500,000 - \$ 24,000	80 %	\$ 380,800
2003	\$ 96,000	\$ 500,000 - \$ 36,000	70 %	\$ 324,800
2004	\$ 96,000	\$ 500,000 - \$ 48,000	60 %	\$ 271,200
2005	\$ 96,000	\$ 500,000 - \$ 60,000	50 %	\$ 220,000
2006	\$ 96,000	\$ 500,000 - \$ 72,000	40 %	\$ 171,200
2007	\$ 96,000	\$ 500,000 - \$ 84,000	30 %	\$ 124,800
2008	\$ 96,000	\$ 500,000 - \$ 96,000	20 %	\$ 80,800
2009	\$ 96,000	\$ 500,000 - \$108,000	10 %	\$ 39,200
2010	\$ 96,000	\$ 500,000 - \$120,000	0%	\$ 0

* Assumes actual capital expenditures by MOA are the maximum \$500,000.

AGREEMENT SUMMARY AND FACT SHEET



THE MUSEUM OF OUTDOOR ARTS

Attractions at CityCenter...	Public art, art education, exhibitions, performances, tours, special events
Number of Art Pieces...	13 permanent, 5 rotating
Value of Public Art...	\$1,000,000+
Market Rental Value of Art	\$100,000/year
Exhibits and Performances...	\$50,000 minimum annual budget
Programs for Youth...	Classes, tours, performances, competitions, special events
Number of students...	4,000+ students & teachers/year
Discounts for Englewood Residents...	Working with the Cultural Arts Commission to establish a resident discount program
Location at Englewood Civic Center...	Second floor, approx. 7,000 sf
Number of Staff...	50 FT & PT staff/teachers/docents
Hours of Operation...	Currently Mon.-Sat., but tailored to CityCenter needs
Lease Agreement...	5 years, plus three 5-year options
Parking Requirements...	40 shared spaces (which are accounted for in the City's parking management plan)
MOA's Upfront Capital Costs...	\$500,000 (Paid by MOA)
MOA's Annual Operating Budget...	\$500,000 minimum, currently \$1,000,000
Annual City Contribution...	\$96,000 plus in-kind services est. at \$30,000
Art Installation Expense...	\$100,000 by City, any additional by MOA

MEMORANDUM

TO: City Council

THROUGH: Eric A. Keck, City Manager

THROUGH: Rick Kahm, Public Works Director

FROM: Dave Henderson, Deputy Public Works Director

DATE: August 19, 2015

SUBJECT: ALLEY PAVING MASTER PLAN AND PILOT PROGRAM

Attached is a “2015 ALLEY PAVING MASTER PLAN”. This document is in draft form and may require revisions prior to adoption. This MASTER PLAN is intended to provide guidance and standards for a possible long range alley paving program.

Staff has discussed a potential alley paving “Pilot Program” for 2016. \$150,000 is proposed in the Capital Projects for FY 2016. This project is intended to kick start alley paving in Englewood and to demonstrate the benefit to adjacent properties. Staff proposes advertising a program for 2016 where a block (or blocks) could raise funds as a contribution to add to the City’s appropriation. The block that provides the largest reasonable contribution would get their alley paved. Council may want to consider other criteria and conditions.

Staff will attend the August 24th Study Session to discuss the MASTER PLAN and the PILOT PROGRAM.

dh/att

c: Leigh Ann Hoffhines



2015 ALLEY PAVING MASTER PLAN

City of Englewood, Public Works

Prepared by: Paul R. Weller, P.E., Engineer III

INTRODUCTION

The City of Englewood's Mission statement is "To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity". To achieve these goals the Public Works department proposes an Alley Paving Program to improve the existing gravel alleys by providing a solid surface for vehicular and pedestrian traffic. These improvements will increase the air and water quality and improve the visual appearance of an integral portion of the City's infrastructure.

Why Public Works Believes this Program is Necessary

- Trash truck traffic inflicts significant damage to the alleys making travel through the alley difficult and requiring continual maintenance.
- Road base washes out of the alley and on to paved streets
- Alleys appear to be neglected and are used for illegal dumping
- The majority of resident complaints to the Street Department are about the conditions of the alleys.

What are the Goals of Public Works

- Provide a sustainable, paved surface for the benefit of residents and business
- Improve Drainage
- Reduced sediment tracking and subsequent street cleaning (Stormwater runoff quality)
- Reduction of traffic and wind generated dust (increased air quality)
- Encourage utilization of the alleys for property access.
- Ability to forecast future costs of maintenance.
- Reduce Citizen Complaints

EXISTING INFRASTRUCTURE

Alleys Defined

The city currently contains 374 alley segments totaling 42.21 centerline miles as shown on Figure 1, "Alley Segments". There are a total of 37.4 miles (332 segments~89%) of unpaved alleys, and 4.8 miles (42 segments~11%) of paved alleys. Most of the existing alley rights of way were dedicated by the original subdivision plats and are typically 16 feet wide with a 14 foot drivable surface. The alleys are utilized for access to commercial and residential properties, solid waste management (trash and recycling), and for utility infrastructure including sanitary and storm sewers, electric, telephone and cable television lines. Alleys are provided for in the Englewood Municipal Code (EMC) in Section 16-6-3 "Streets and Vehicle Access and Circulation", paragraph D6 "Alleys";

- a. *General Standards.* Alleys are encouraged for residential or mixed-use development. Where alleys are used, they shall comply with the following standards:
 - (1) Minimum alley widths shall comply with Section 16-8-7.E EMC, "Widths of Public Ways."
 - (2) All platted alleys shall be constructed to City standards.
 - (3) The alley shall connect through the block to a publicly dedicated street on each end, with or without turns.

And Section 16-8-7;

- E *Widths of Public Ways.* Except in cases where this Title or the Master Street Plan specifies a greater or lesser width as a minimum, the following minimum width standards shall apply to public rights-of-way, roadways, alleys, and sidewalks.
 3. Alleys. The minimum alley width shall be:
 - a. Alleys in commercial and industrial districts: Twenty feet (20').
 - b. Alleys in residential districts: Sixteen feet (16')

Existing Conditions

Most of the existing unpaved alleys were constructed with an aggregate base course, a mixture of ¾ inch rock and sand on a compacted subgrade. The aggregate base course material is subject to displacement, potholes and rutting, by the heavy trucks using the alleys for hauling trash and household recycling, especially in areas where there is poor drainage.. Erosion of the material is problematic on steeper grades and is a source of blowing dust on windy days. Maintenance crews have begun to use a ¾ inch crushed aggregate in problem locations to stabilize the surface and reduce the washout of the base course.

Englewood Alleys

(paved and unpaved)



374 alley segments
42.21 centerline miles

FIGURE 1
ALLEY SEGMENTS



SCALE: 1 inch = 3,333 feet
DATE: April 15, 2014

2015 Alley Paving Master Plan City of Englewood, Colorado

Paved alleys are generally located on either side of Broadway behind commercial parcels and in the light industrial area between W. Hampden Av and W. Oxford Av and west of S. Huron St. Most of the paving in these areas was completed through Paving Districts with the adjacent owners assessed for the cost. The standard pavement section used was 6 inch concrete on a compacted subgrade over the 14 foot width. Older sections of these alleys are showing signs of subgrade failure which is causing cracks and faulting in the pavement.

Traffic

Traffic in the alleys is generated by residents accessing their garages and off-street parking areas and by solid waste handlers picking up household trash and recycling. The latter traffic is by far the most damaging to the alleys. There are five (5) solid waste companies that currently operate within the City Limits.

Existing Maintenance Program/costs

The Streets Department attempts to maintain the alleys three times a year, depending on the weather. A motorized grader re-shapes the cross-section of the alley and additional aggregate base course material is added as necessary. In 2014, about \$80,000 was spent on labor, equipment and materials. Costs through June 24th of 2015 are in excess of \$60,000.

In addition to the regular maintenance, maintenance requests filed by residents are completed by the Streets Department. The maintenance requests are managed by the City's "TRACKIT" data base which identifies who called in the request, where the problem is located, the City staff member assigned to the request, and the action that was taken to address the request. There were a total of 119 maintenance requests made in 2014. This year, there have been 49 requests logged.

Denver Program

The City of Denver started a program in 2005 to pave 1,000 of the city's unimproved alleys. The program took 6 years to complete, paving 100-200 alleys each year ("Street Maintenance" Denvergov.org). The Denver Post reported on February 9, 2009 that the work was completed for an average of \$28,000 per alley. The alleys were paved with four (4) inches of asphalt using un-used funds from other Capital Improvement Projects (Mayor's Office, Newsroom "Mayor Hickenlooper Announces Alley-Paving Initiative" 9/21/2004).

Members of the Public Works Department recently conducted a "windshield survey" of some of the nearby paved alleys in the City of Denver. The survey found that the alleys were already suffering some of the same damage that occurs in the unpaved condition. While some maintenance is to be expected, it's important to consider that the truck traffic in the Denver alleys is much less than the truck traffic in the Englewood alleys as the City of Denver collects the trash and recycling, not independent companies.

2015 Alley Paving Master Plan

City of Englewood, Colorado

Funding

Alley paving has historically been completed using private funds from a Paving District. The formation of a paving district is regulated per EMC Title 11, Chapter 2;

11-2-1: Local Improvement Districts.

The creation of local improvement districts for the construction, installation or improvement of public improvements of whatsoever character, which confer a special benefit upon the property within the district and a general benefit upon the City as a whole, and which are to be paid for either wholly, or in part, by the levy of special assessments upon the real property within the district, may be established by the City Council either upon its own initiative or upon a petition signed by a majority of the landowners within the proposed district, in accordance with the provisions of Article X, Section 107 of the Charter of the City and with the provisions of this Chapter.

With the passage of the Tabor Amendment, the formation of a paving district now requires an election.

The earliest Paving District to include alleys was #8 where the alleys east of the 3000 block of S. Broadway and west of the 3100 block of S Broadway were paved with 6" of concrete in 1958. Other Paving Districts to include alleys were formed between 1958 and 1964, 1970 to 1972, 1978 and the latest one in 1991.

PROPOSED ALLEY PAVING MASTER PLAN

Asset Management

Alleys are a valuable asset for cities providing access to property and serving as a utility corridor. A paved alley in good condition adds to the value of the adjoining property. New Urbanism design in the Lowry and Stapleton re-development areas in Denver have embraced alleys as a service corridor that allows an enhanced streetscape of the neighborhood.

As a tangible asset, alleys should be managed in the same way as the city manages its streets and utilities. The city's GIS data base currently includes a basic inventory of alleys that identifies their location, length and surface condition (paved or unpaved). There is a considerable amount of data for the alleys, however the data is scattered across separate data bases and paper files. One of the goals of this program is to collect all of the available data and list in in one place so that it is consistent and easily accessed. Data in the Master Plan may include (but not limited to):

2015 Alley Paving Master Plan City of Englewood, Colorado

- Unique Identification for Location
- Right-of-Way Dedication Origin (plat or separate document)
- Length/Width
- Year of Construction
- Paving District
- Pavement Specifications
- Maintenance Request History
- Maintenance History
- Condition Rating
- Estimated Traffic Loads
- Repair Cost
- Replacement Cost
- Improvement Priority Status

Implementation of an Asset Management plan will allow staff to prioritize improvements and create a plan to manage the pavements for the long term. The city will benefit from the plan by the increased ability to identify the costs of construction and maintenance. Property owners will benefit from a better level of service and increased property values. Trash haulers will benefit by reduced operating costs.

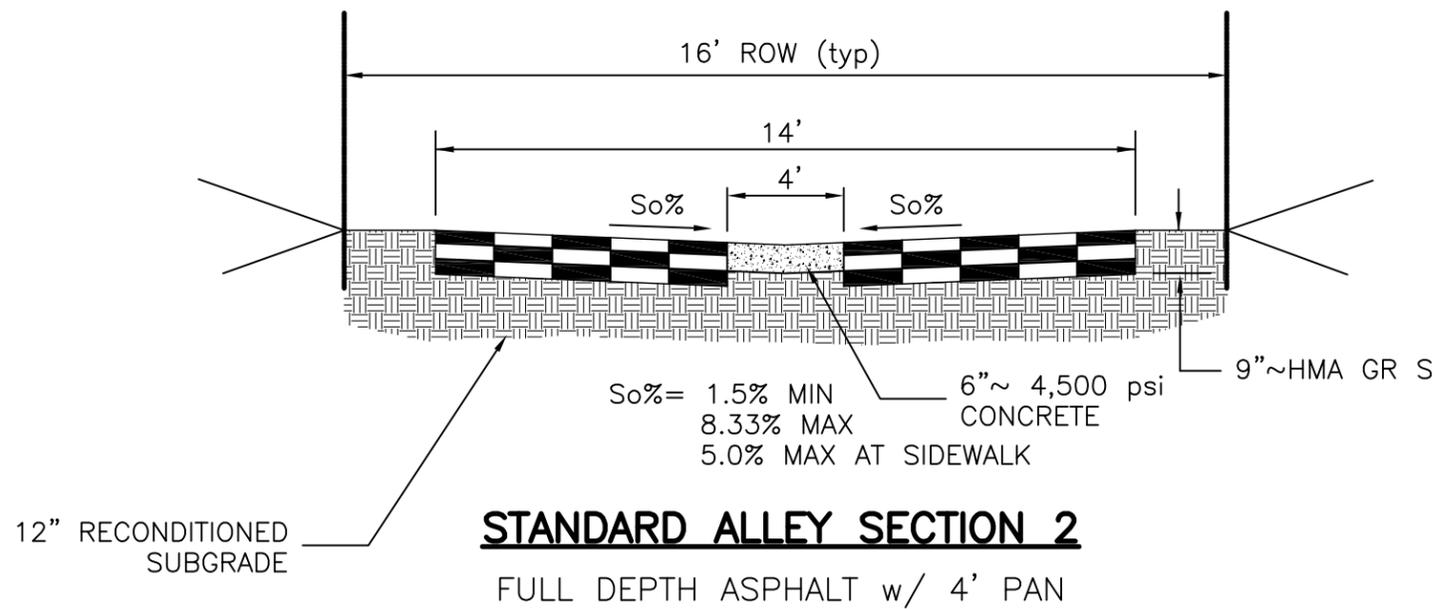
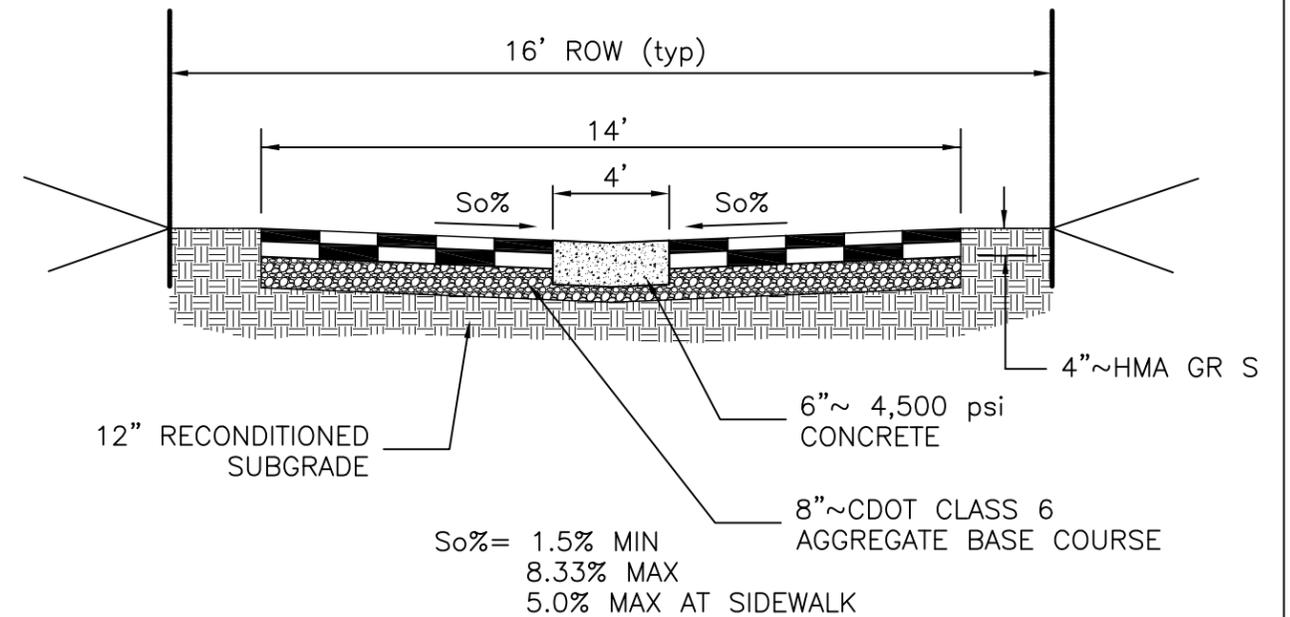
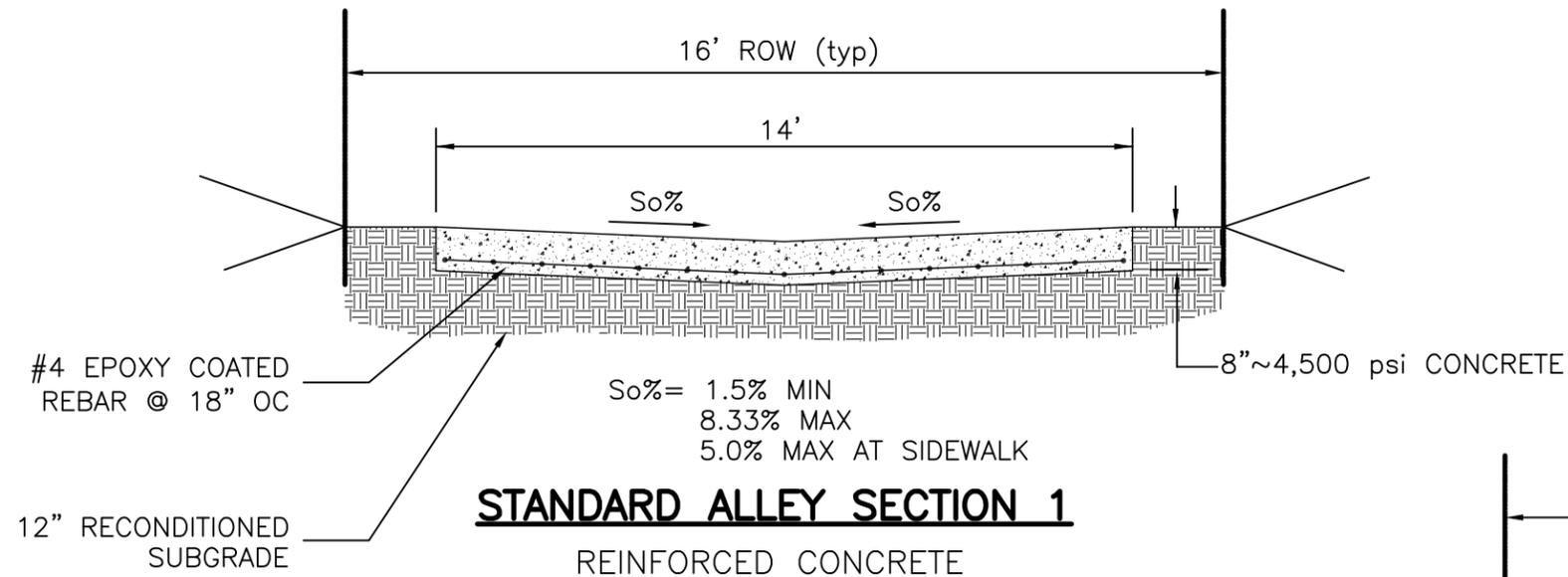
Program Development

The key points of the development of the program are asset inventory, development of design alternatives, estimate of project costs, identification of project funding, establishment of project priorities, a forecast of on-going maintenance costs and citizen input.

Three pavement alternatives are presented for the draft plan as shown on Figure 2, "Typical Alley Paving Sections". The alternatives are conceptual and are intended as a starting point for establishing the program budgets. Final design will be dependent on several factors including geotechnical recommendations, traffic and access characteristics, grading and drainage. The estimated design and construction cost for each of the three alternatives are listed below for a typical 600 foot long, 14 foot wide alley. Details of the typical sections and itemized cost estimates are included in the appendix. It is important to note that the actual costs may vary based on conditions that are identified in the field.

Typical Section	Design/Const. Cost*	Unit Cost of Const.
Section 1; 8" Reinforced Concrete	\$110,000	\$183/lf
Section 2: 9" Full Depth Asphalt w/ 4' Concrete Pan	\$96,000	\$160/lf
Section 3; Asphalt Composite (4" Asphalt/8" Base Course) w/ 4' Concrete Pan	\$91,000	\$152/lf

* Rounded up to the nearest \$1,000



STANDARD ALLEY SECTION 3
ASPHALT COMPOSITE
w/ 4' PAN

DRAFT



CITY OF ENGLEWOOD
1000 ENGLEWOOD PARKWAY
ENGLEWOOD, CO 80110
Phone: (303) 762-2500
FAX: (303) 783-6893

File Information		Project Detail Revised	
DEPARTMENT OF PUBLIC WORKS	DRAWN BY: PRW	Date:	Comments:
Drawing File Name: /capital improvements/Alley Details	DATE: 08/17/2015		
Acad Version: 2015	Scale: NA	Units: English	

TYPICAL ALLEY PAVING SECTIONS
Issued By:

FIGURE 2
—
—

2015 Alley Paving Master Plan City of Englewood, Colorado

Maintenance Costs

Pavements are generally designed for a 20 year life span. The life span of the pavements can be greatly extended by regular maintenance. Maintenance costs for the unpaved alleys in 2014 were approximately \$80,000 which includes labor, operating and material costs. Strategic planning of the paving priorities should significantly reduce the existing maintenance costs within the first five years of the program. Pavement replacement due to utility repairs will need to be made in conformance with city standards so that the replaced sections perform as well as the original construction.

The concrete pavement (Section 1) should have the lowest required maintenance of the three sections. Panels that experience significant cracking and displacement would require replacement.

The full depth asphalt pavement will eventually develop areas of rutting and shoving due to the trash truck traffic. These areas will need to be patched as needed. Cracks that develop will need to be sealed. The concrete pan will extend the life of the asphalt pavement as the concrete resists the erosive forces of water better than the asphalt.

Section 3 is very similar to most of the streets in the city. The asphalt pavement is considered more of a wearing course than a structural component. The asphalt is susceptible to the rutting and shoving as described with the full depth asphalt paving. The aggregate base course material may be vulnerable to subgrade failures resulting in alligator cracking which will need to be patched. While the frequency of repair may be greater, the overall cost will be lower given the smaller amount of asphalt in the section.

Funding

Several options exist for funding the program including the use of special assessments (by election), Road and Bridge funds or a combination of public/private funding. The National Citizen Survey for Englewood, CO published in 2014 by the National Research Center, Inc. of Boulder, Colorado, noted that 58% of respondents would support a ballot measure for a tax increase to fund alley paving. However, voter turnout, and sentiment, may be very different from the survey results once the issue is opened up for public review and comment. There are also pockets of the city that do not have alleys and would not see any benefit from the additional taxation.

While several inquiries are made each year, there has not been enough support among residents recently to submit a formal petition.

Utilizing Existing funds in the Road and Bridge account for alley paving would allow the greatest control in setting priorities. However, without additional funding in the account, city staff would need to balance the needs of the alley paving with the programs that currently utilize those funds.

2015 Alley Paving Master Plan City of Englewood, Colorado

A public/private funding program would divide the financial obligation between the property owners and the city. This program would still require the participation of the property owners, but at a reduced cost compared to the existing policy. The exact ratio of public/private funds would need to be set to ensure success.

Public Involvement

Public involvement in the program is critical to its success. Support of the program will be gained from a combination of neighborhood meetings and public hearings. Feedback from the public will be incorporated into the draft plan and presented to the City Council for a resolution authorizing the program.

Program Implementation and Operation

Inventory

The first step to implement the Asset Management plan shall consist of completing the inventory of the alleys. Staff will collate data from the various sources, plats, Paving District Plans, etc into the GIS data base. Staff will conduct a field inspection of each alley to identify existing conditions and constraints such as drainage issues and encroachments that will be included in the data base for consideration in the design phase. The inspection will also yield a serviceability rating (score) for the existing pavement that will be used to prioritize the location. The rating system from the Concrete Utility program will be used to rate the defects in the existing paved alleys. A similar rating matrix will be developed for the un-paved alleys. All alleys will be rated on existing surface conditions, traffic/access conditions and drainage.

Analysis

The second step will be to analyze the data developed by the inventory and generate a prioritized list of alleys to be paved, and generate a paving and maintenance schedule and budget. This will include forecasting for 5, 10 15 and 20 years.

2015 Alley Paving Master Plan City of Englewood, Colorado

Design

The design of alley improvements will be made by city Staff utilizing data provided by contracted geotechnical engineering and survey firms. A complete design of the alley improvements is necessary to assure proper drainage and connection to adjacent property. Key elements of the design will include the following:

- Utility Locates (UNCC and city owned utilities)
- Geotechnical Investigation (if warranted by special conditions)
- Survey
- Plan/Profile of Alley Centerline
- Typical Cross Section
- Typical Paving Section
- Incremental Cross Sections
- Grading/Drainage
- Stormwater Management Plan (SWMP)

Construction

A full set of construction documents, including the plans and specifications will be prepared and put out to bid. Once a contractor has been selected and put under contract, public notices will be sent out to allow necessary changes to scheduled services (trash, recycling, etc) and to allow residents and businesses to plan for the construction period. Key items in the construction sequencing will be as follows:

- Public Notice to residents, property owners and utility companies
- Excavation
- Subsurface Drainage improvements (if required)
- Reconditioning-scarifying and re-compacting the pavement subgrade
- Paving

On-Going Inspection/Maintenance/Planning

The final step in the implementation of the Asset Management Plan will be to initiate the on-going elements that track priorities, schedule maintenance and identify budget requirements. The plan will be updated with the following:

- Log all maintenance requests into system when they are received
- Periodic inventory to identify changed conditions
- Update GIS Data Base
- Adjust maintenance and paving priorities
- Update cost estimates for maintenance, construction and budgeting.



Alley Paving Engineer's Estimate of Probable Cost SECTION 1-REINFORCED CONCRETE

Engr: PRW
Date 8/17/2015

Item No.	Description of Item	Unit	Quantity	Unit Cost	Total Cost
	Excavation	CY	207.4	\$20.00	\$4,148.15
	Reconditioning	SY	933.3	\$4.00	\$3,733.33
	Concrete Paving (8" thick)	SY	933.3	\$60.00	\$56,000.00
	Epoxy Coated Rebar	LB	10,500	\$1.10	\$11,550.00
	SUBTOTAL				\$75,431.48
	Consultant Services				
	Design Survey	LS	1	\$5,000.00	\$5,000.00
	Geotech Pavement Design*	LS	1	\$750.00	\$750.00
	SUBTOTAL				\$5,750.00
	Engineering Services				
	Engineering	HR	80	\$58.00	\$4,640.00
	Construction Staking	HR	8	\$116.00	\$928.00
	Const. Admin	HR	80	\$58.00	\$4,640.00
	SUBTOTAL				\$10,208.00

* Cost of pavement design spread over several locations

	Subtotal	\$91,389.48
Contingency	20%	\$18,277.90
	TOTAL:	\$109,667.38
	Typ Alley L=	600 ft
	Cost/ft	\$183
Lot Width=	50	\$4,569.47



Alley Paving Engineer's Estimate of Probable Cost SECTION 2-9" FULL DEPTH ASPHALT w/ 4' PAN

Engr: PRW
Date 8/17/2015

Item No.	Description of Item	Unit	Quantity	Unit Cost	Total Cost
	Excavation	CY	233.3	\$20.00	\$4,666.67
	Sawcut Asphalt	LF	1,200.0	\$2.75	\$3,300.00
	Remove Asphalt	SY	414.8	\$22.00	\$9,125.93
	Reconditioning	SY	933.3	\$4.00	\$3,733.33
	HMA GR S (9" FD)	TON	462.0	\$68.00	\$31,416.00
	Concrete Pan (6" thick)	SY	266.7	\$44.00	\$11,733.33
	SUBTOTAL				\$63,975.26
	Consultant Services				
	Design Survey	LS	1	\$5,000.00	\$5,000.00
	Geotech Pavement Design*	LS	1	\$750.00	\$750.00
	SUBTOTAL				\$5,750.00
	Engineering Services				
	Engineering	HR	80	\$58.00	\$4,640.00
	Construction Staking	HR	8	\$116.00	\$928.00
	Const. Admin	HR	80	\$58.00	\$4,640.00
	SUBTOTAL				\$10,208.00

* Cost of pavement design spread over several locations

	Subtotal	\$79,933.26
Contingency	20%	\$15,986.65
	TOTAL:	\$95,919.91

Typ Alley L= 600 ft

	Cost/ft	\$160
--	----------------	--------------

Lot Width=	50	\$3,996.66
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Alley Paving Engineer's Estimate of Probable Cost SECTION 3- ASPHALT COMPOSITE w/ 4' PAN

Engr: PRW
Date 8/17/2015

Item No.	Description of Item	Unit	Quantity	Unit Cost	Total Cost
	Excavation	CY	311.1	\$20.00	\$6,222.22
	Sawcut Asphalt	LF	1,200.0	\$2.75	\$3,300.00
	Remove Asphalt	SY	414.8	\$19.00	\$7,881.48
	Reconditioning	SY	933.3	\$4.00	\$3,733.33
	CDOT Class 6 Agg. Base Course (8")	CY	207.4	\$60.00	\$12,444.44
	HMA GR S (4")	TON	205.3	\$68.00	\$13,962.67
	Concrete Pan (6" thick)	SY	266.7	\$44.00	\$11,733.33
	SUBTOTAL				\$59,277.48
	Consultant Services				
	Design Survey	LS	1	\$5,000.00	\$5,000.00
	Geotech Pavement Design*	LS	1	\$750.00	\$750.00
	SUBTOTAL				\$5,750.00
	Engineering Services				
	Engineering	HR	80	\$58.00	\$4,640.00
	Construction Staking	HR	8	\$116.00	\$928.00
	Const. Admin	HR	80	\$58.00	\$4,640.00
	SUBTOTAL				\$10,208.00

* Cost of pavement design spread over several locations

	Subtotal	\$75,235.48
Contingency	20%	\$15,047.10
	TOTAL:	\$90,282.58
	Typ Alley L=	600 ft
	Cost/ft	\$150
	Lot Width=	50
		\$3,761.77