



Council Request Update

October 18, 2018

Council Request: 18- 181

Requested by: Mayor Pro Tem Russell

Request: Request for additional information on the Englewood Environmental Foundation:

Assigned to: Finance and Administrative Services

Response: Please see the response provided by Senior Financial Analyst Jennifer Nolan.

Council Request: 18- 183

Requested by: Mayor Pro Tem Russell

Request: Request for additional information on the Englewood Environmental Foundation:

1. Status of any subleases the City has at City Center. 2. How are EEF charges determined? 3. Provide an income statement and detail on all EEF invoices paid.

Assigned to: Public Works

Response: Please see the response provided by Director of Public Works Maria D'Andrea.

Council Request: 18- 188

Requested by: City Council

Request: Request for the Financial Reports regarding the emergency purchase.

Assigned to: Information Technology and Finance and Administrative Services

Response: Please see the response provided by the Information Technology Director Margaret Brocklander and Acting Finance and Administrative Services Director Maria Sobota.

Council Request: 18- 189

Requested by: Mayor Linda Olson

Request: Inquiry about the outcomes from the October 16 Greater Englewood Chamber of Commerce (GECC) meeting where the board discussed possible Municipal Code changes impacting businesses.

Assigned to: Finance and Administrative Services

Response: Please see the response provided by the Revenue and Tax Audit Supervisory Heather Driscoll.

Council Request: 18- 190

Requested by: City Council

Request: Request for an update on the K-Mart Redevelopment Site

Assigned to: Community Development

Response: Please see the response provided by Planning Manager Wade Burkholder

CR 18-181

Requested by: Mayor Pro Tem: Request for additional information on the Englewood Environmental Foundation.

Please see the following response from Senior Financial Analyst Jennifer Nolan:

Council Member Barrentine,

I appreciate you, Mayor Pro-Tem Russell and Mr. and Mrs. Jones meeting with me today to review the Resource Alignment Diagnostic (RAD) Tool.

I am following up with you regarding your questions regarding the Englewood Environmental Foundation (EEF).

- 1) How are the Common Area Maintenance (CAM) charges accounted for?

The EEF contracts with vendors to provide the maintenance services. The EEF pays the contractors and then invoices the CAM property owners (including the City). The external property owners remit physical payments to the EEF. The City remits its payment via a Journal Entry from the General Fund's Public Works Department (attached is a copy of the report). The OpenEnglewood Financial Portal Payment Register provides transactions of physical payments made to external vendors by the City of Englewood. Payments that are made between City funds are processed with a Journal Entry. We are currently looking into how we can and best report these internal transactions via the OpenEnglewood Financial Portal.

- 2) In the OpenEnglewood Financial Portal Payment Register report what are the "Pre-Note" transactions?

The "Pre-Note" transactions are from the data conversion from Oracle to Tyler New World. Part of the set up for employees and vendors was to create "Pre-Note" transactions in order to process electronic payments. The system needed a Fund to run these zero dollar "Pre-Note" transactions and the Englewood Environmental Fund was used.

- 3) How are the City's accounting services reimbursed by the component units (EEF, EMRF-Englewood McLellan Reservoir Fund and EURA-Englewood Urban Renewal Authority)?

A portion of accounting's time is reimbursed by the component units on an annual basis (attached is a copy of the report).

- 4) How are the EEF Lease Payments accounted for?

The CAM payments from the property owners are recorded in the EEF.

The Debt Service payments that the EEF pays are reimbursed by the City. These transactions are recorded in the City's General Fund Debt Service Accounts (Principal 02-1401-70000 and Interest 02-1401-70001).

Thanks,

Jenny

Jennifer Nolan
Senior Financial Analyst

**Accounting costs charged to EEF
Salary and Benefit Cost Allocation**

Time spent on EEF	Amount	Year
5%	5,505.78	2017
	5,698.48	2018

**Accounting costs charged to EMRF
Salary and Benefit Cost Allocation**

Time spent on EMRF	Amount	Year
2.5%	2,752.89	2017
	2,849.24	2018

Detail General Ledger Report

G/L Date Range 01/01/18 - 09/30/18

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Description/Project	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	02-1001-55401	R&M - General		Balance To Date:	\$0.00
01/01/2018	2018-00000222	City EEF CAM Jan-18	20,934.47		20,934.47
02/01/2018	2018-00000518	Feb-2018 EEF CAM	20,934.47		41,868.94
03/01/2018	2018-00000644	Mar-18 EEF CAM Charge	20,934.47		62,803.41
04/01/2018	2018-00000936	City EEF CAM Apr-18	20,934.47		83,737.88
05/01/2018	2018-00001148	May-2018 EEF CAM	20,934.47		104,672.35
06/01/2018	2018-00001447	Jun-2018 EEF CAM	20,934.47		125,606.82
07/01/2018	2018-00001664	Jul-2018 EEF CAM	20,934.47		146,541.29
08/01/2018	2018-00001805	City EEF CAM Aug-18	20,934.47		167,475.76
09/01/2018	2018-00002105	City EEF CAM Sep-18	20,934.47		188,410.23
Account R&M - General Totals			\$188,410.23	\$0.00	\$188,410.23
Division Public Works Administration Totals			\$188,410.23	\$0.00	
Fund General Fund Totals			\$188,410.23	\$0.00	
Grand Totals			\$188,410.23	\$0.00	



DATE: October 11, 2018
TO: Mayor Olson and City Councilmembers
THROUGH: Dorothy Hargrove, Acting Interim City Manager
FROM: Maria D'Andrea, Director of Public Works *MAD*
SUBJECT: **Englewood Environmental Foundation, Inc. (EEF) Overview**

EEF Formation & Organization

In 1995, the city initiated a project to acquire and redevelop the shopping center, known as Cinderella City. The center was originally built in 1965 and the owners were not interested in providing capital improvements to the structures, which had reached their useful life. Most of the property was donated from Cindermak Associates to the city via a Property Transfer Agreement dated August 18, 1997. The Joslin property was acquired on the same date for \$400,000.00.

A Master Plan, dated August 10, 1998, for the Cinderella City site was supported by the city via Resolution No. 90 on August 17, 1998, which recommended demolition of most of the existing buildings. The city was concerned with potential environmental issues on the site, including asbestos and gasoline contamination from an adjacent property.

EEF was formed on August 14, 1997 by the city as a Colorado non-profit corporation for the purpose of protecting the city from potential environmental liability associated with redevelopment of the site and to assume management of the land. The Cinderella City property was transferred from the city to EEF on November 3, 1997.

The governing documents consist of Articles of Incorporation, (dated August 14, 1997) filed with the Secretary of State, and Bylaws. The Bylaws were first amended on November 17, 1997 and again on December 29, 1998, (the Second Amended Bylaws). A copy of the Second Amended Bylaws is attached.

The Bylaws provide that "... the affairs of the Corporation shall be managed solely by a Board of three persons who shall be appointed by the City Council of the City of Englewood, Colorado (the "City"). Unless otherwise designated by the City, the three persons shall be

those individuals holding the positions with the City of Englewood, Colorado, of Finance Director, Engineering Manager, and Director of Neighborhood and Business Development.

Per the Bylaws, no director of the Corporation shall receive a salary or other compensation for services rendered as a director. A director may be reimbursed for actual expenses incurred to carry out his or her duties as a director.

Internal Revenue Service (IRS) Status

EEF's authority is expressly controlled by the limitations placed upon non-for-profit entities by the Internal Revenue Code. Upon creation of EEF, a request for a "private letter ruling" was made to the IRS. The IRS issued a Private Ruling, dated September 29, 1998, (copy attached) which holds that EEF is tax exempt as an "integral part of the city of Englewood". Thus, EEF is exempt from the requirement to file annual IRS Form 990's in the same manner that the city is so exempt.

Land Ownership/Leases

Ownership of the various properties is shown on the attached map. The total area of the City Center site is approximately 52 acres, excluding the surface parking lot owned by the city, north of Eastman and west of Inca. Of those, EEF owns or leases approximately 29.4 acres, (excluding the sublease with WM). A summary of land ownership is shown below:

Owner	Acreage (acres)
EEF (including Selby Trust lease)	29.4
WalMart	12.0
Community First National Bank (501 Hampden-Corner Bakery)	0.5
ShowBiz Pizza Time (Chuck E Cheese)	0.9
801/901 Englewood Parkway Investors	9.5
Total	52.3

Approximately 12 acres was sold by EEF to WalMart in November 1998. This action generated revenue to facilitate a portion of the cost of redevelopment and then began to generate sales tax revenue to sustain redevelopment costs.

A long-term Ground Lease between EEF as the landlord and Weingarten/Miller Englewood Joint Venture (WM) as tenant was signed on August 4, 2000. The Ground Lease identifies a process by which WM leases a portion of the EEF property and constructs commercial buildings on the property. The leased premises consists of the footprint of each retail building. The term of the Ground Lease is 75 years. WM paid \$4.2M up front for the lease.

The Lease specifies the improvements shall consist of retail and commercial buildings with not less than 175,000 square feet of retail and commercial use, of which not more than 25%

shall be commercial and office space plus 583 parking spaces in addition to surface parking on adjacent property shown on the retail site plan. Demolition, enlargement or reduction of any building is subject to EEF's approval.

The two apartment buildings are privately owned and the underlying land was sold by EEF for \$5.0M. The revenue from these land sales was used towards the cost of redevelopment, including the infrastructure.

The City Center Building is owned by EEF who, in turn, leases it to the City. A portion of the funds for the redevelopment of the Center were generated from the sale of Certificates of Participation (COPs). The COPs are secured by the lease of the City Center. The most recent Lease Purchase Agreement between the city and EEF was executed on August 20, 2015. More information on the COPs is provided below.

RTD Agreements

An Intergovernmental Agreement (IGA) was entered into, with amendments, between the city and RTD on July 3, 2000. The Agreement provided that 910 spaces in the parking garage be allocated to RTD on a non-exclusive shared parking basis. In addition, 500 surface parking spaces are allocated to RTD on vacant land north of Floyd Avenue and west of Inca Street, which also is on a non-exclusive shared basis. That land is owned by the city not EEF. In the agreement, the city agreed to maintain the parking structure and related facilities. The city then assigned the maintenance obligation to EEF.

To implement the IGA, EEF granted RTD an easement over the City Center property to provide for the non-exclusive shared parking spaces allocated to RTD in the parking structure and the vacant land in the northwest corner of the center, together with access easements to the parking spaces, to the Hampden station and for the bus transit and related uses. EEF and the city have a right to substitute other parking spaces for the surface parking, provided it is within 1,320 feet of the Hampden station.

Sub-Lease of Space within Bally's/24 Hour Fitness Building

On May 6 2002, the City Council adopted Resolution No. 53 supporting a lease between EEF and Miller Weingarten for a portion of the Bally's Building. This was recommended in an effort to activate and energize the City Center. Approximately 8,600 square feet was leased for a one-time lease payment of \$564,195.00. EEF retains the use of the building space for the life of the building which is approximated at 75 years. The lease will expire when the Ground Lease for the entire site expires which is currently scheduled for August 2, 2075. The lease agreement requires the city to pay for a pro rata share of the CAM charges for that property. The space was originally sub-leased to the David Taylor Dance Theatre, then to an engineering/architectural firm and, most recently, to InterWork Enterprises, LLC, (also known as The Guild). A copy of the lease, dated March 29, 2016, with InterWork Enterprises is attached. Funding for the one-time lease payment was provided through an appropriation in 2001 from the city to EEF.

Certificates of Participation

On December 29, 1998, the City entered into a lease purchase agreement (capital lease) with the EEF for the Englewood Civic Center. The lease represents a legal outstanding economic debt of the City to the EEF, a separate legal entity and not an advance. The lease purchase agreement is renewable annually and lease payments are subject to annual appropriation by the City.

On December 29, 1998, EEF issued Series 1998 Certificates of Participation (dated December 1, 1998) to finance the acquisition and renovation of an existing building for use as a Civic Center (the leased property) and the construction of various public improvements adjacent to the Civic Center. The Certificates have been issued in connection with a lease from the City to the EEF and a lease back to the City by the EEF.

On October 4, 2005, the EEF issued \$18,880,000 Refunding Certificates of Participation, Series 2005, to provide resources to purchase U.S. Treasury Notes that were placed in an irrevocable trust for the purpose of generating resources for all future debt service payment of \$18,125,000 Series 1998 Certificates of Participation. The 2005 Certificates bear interest at 3.25% to 4% and consist of term certificates due June 1, 2020. Interest is payable semiannually on June 1 and December 1. The Certificates are subject to redemption at par prior to maturity on any date on or after June 1, 2016. They are also subject to mandatory redemption beginning June 1, 2017 for certificates maturing on June 1, 2020. Repayment of both principal and interest on the Certificates are insured by MBIA Insurance Corporation.

On August 11, 2015 the EEF issued \$10,650,000 Refunding Certificates of Participation, Series 2015. The 2015 Certificates bear interest at 2.12% and interest is payable semiannually on June 1 and December 1. The final debt service payment is due on June 1, 2023.

Common Area Maintenance (CAM) Agreement

This Agreement with WalMart (copy attached) provides for the maintenance of the Common Areas (which is defined as all of the property included in the City Center other than the actual buildings). The other entities involved in the CAM have a separate maintenance agreement, such as RTD, or there is a joinder to the WalMart CAM agreement.

The CAM agreement provides for a Maintenance Director, and names EEF as the Director subject to provisions for removal or resignation. The Agreement describes the tasks required to be performed by the Maintenance Director. It also provides for a sharing of the maintenance costs by the various owners. Walmart agrees to maintain the common area on its own property at its cost, and the contribution by Walmart to the shared cost is limited. Finally, the Agreement provides that as additional owners come into the project they shall become parties to the CAM Agreement.

EEF and RTD entered into a separate Common Area Maintenance Agreement that requires EEF to maintain the parking garage, walkways & sidewalks, streets, bus bays, and bridge (including the stairways) from the RTD platform to CityCenter, and also the surface parking in the northwest corner of the City Center. In the agreement, RTD agrees to pay to EEF a fixed percentage of the maintenance costs commensurate with the number of spaces allocated to RTD.

CAM Income and Expenses

The attached spreadsheet shows the actual costs and revenues, from 2006 to 2017, by year for the CAM. The agreements with various entities have increases tied to the Consumer Price Index (CPI) and other terms which makes the percentage slightly variable from year to year. The city pays for a portion of the CAM charges and any amounts/difference not paid for by other entities.

The city is required per the EEF Articles of Incorporation to contribute to the CAM expenses on an annual basis. The actual cost to the city in 2017 was 260,657. \$326,000 is budgeted for 2019. In addition, there are two city employees who spend a portion of their time (total 0.465 FTE) to support EEF. The dollar amount of the salaries and benefits related to the FTE necessary to process invoices and support daily maintenance operations is approximately \$60,231, for 2019. There are no other personnel expenses incurred by the city to support EEF.

The \$52,376 represents the EEF costs for the sublease of the Guild/InterWork Enterprises space. This is also called a CAM charge. It is an outgoing payment from EEF to Weingarten, the owner of that property, and does not involve any funds moving between EEF and the City.

A 2017 Income Sheet, showing both income and expenses, as well as a detailed breakdown of expenses for the 2017 calendar year are attached. The \$52,376 is shown on the Income Sheet under Contractual-CAM Charges.

CAM Maintenance & Service Contracts

EEF maintains the common areas of the property through various contracts including services such as: site security, snow removal, landscaping & irrigation maintenance, litter removal including port-a-lets, seasonal decorations, fountain operations & maintenance, and lighting. Staff is in the process of determining the contract terms and will be issuing Requests for Proposals (RFPs) or Invitations to Bid (ITBs) for all services (if not precluded by a current contract) by the end of Q1 2019 in order to establish new contract terms and rates.

**ACTION BY CONSENT MINUTES IN LIEU
OF MEETING OF THE BOARD OF DIRECTORS OF
ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.**

The undersigned, being all of the directors of Englewood Environmental Foundation, Inc., a Colorado nonprofit corporation, (hereafter referred to as "the Foundation"), take the following action by consent, effective as of date hereof.

RESOLVED, that Foundation does hereby amend and restate its Bylaws in accordance with the "Second Amended Bylaws of the Englewood Environmental Foundation, Inc." attached hereto and incorporated herein by reference.

This Action By Consent may be executed in one or more counterparts, all of which taken together shall constitute the same action when signed by all the members of the Board of Directors of the Foundation.

[Redacted Signature]

Frank Gryglewicz, Director

12/29/98
Date

[Redacted Signature]

Rick Kahm, Director

12/29/98
Date

[Redacted Signature]

Robert Simpson, Director

12/29/98
Date

SECOND AMENDED BYLAWS

OF

ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.
("the Corporation")

1. OFFICES. The principal office of the Corporation in the State of Colorado is at 3400 S. Elati Street, Englewood, Colorado 80110. Other offices and places of business may be established from time to time by resolution of the Corporation's Board of Directors.

2. SEAL. The seal of the Corporation shall have inscribed thereon the name of the Corporation, and the words, "Colorado" and "Seal", and shall be in such form as may be approved by the Corporation's Board of Directors. The Corporation's Board of Directors shall have the power to alter the seal of the Corporation at its pleasure.

3. MEMBERS. The Corporation shall not have members.

4. DIRECTORS.

4-A. Board of Directors. The affairs of the Corporation shall be managed solely by a Board of three persons who shall be appointed by the City Council of the City of Englewood, Colorado (the "City"). Unless otherwise designated by the City, the three persons shall be those individuals holding the positions with the City of Englewood, Colorado, of Finance Director, Engineering Manager, and Director of Neighborhood and Business Development.

4-B. Annual Meeting. The annual meeting of the Corporation's Board of Directors shall be at the principal office of the Corporation and will be held on the third Thursday in April of each year pursuant to notice as provided in Paragraph 4-E or on such other day or at such other place or time as may be determined by the directors pursuant to notice as provided by Paragraph 4-E. The annual meeting of the Corporation's Board of Directors shall be for the purpose of electing officers and transacting such other business as may come before the meeting.

4-C. Regular Meeting. Regular meetings of the Corporation's Board of Directors shall be held on a periodic basis as decided by the Corporation's Board of Directors pursuant to notice as provided by Paragraph 4-E.

4-D. Special Meetings. Special meetings of the Corporation's Board of Directors may be called at any time by the by the President or by one-third of the directors then in office, and may be held within or without the State of Colorado at such time and place as the notice or waiver thereof may specify.

4-E. Notice. Notice of any meeting shall be mailed to the last known address of each director at least three days prior to the date or time fixed for the meeting. The presence of any director at a meeting shall constitute waiver of notice of such meeting except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Corporation's Board of Directors need be specified in the notice or waiver of notice of such meeting.

4-F. Quorum. A quorum at all meetings of the Corporation's Board of Directors shall consist of a majority of the directors, but a smaller number may adjourn from time to time without further notice, until a quorum is secured. The act of the majority of the directors then present at a meeting at which a quorum is present shall be the act of the Corporation's Board of Directors.

4-G. Vacancy. Any vacancy occurring in the Corporation's Board of Directors shall be filled by the City Council of the City of Englewood. Should a vacancy exist in any Board position by reason of a vacancy in the position with the City of Finance Director, Engineering Manager, or Director of Neighborhood and Business Development, any individual named by the City to serve in such position on an interim basis shall serve as a director until such position is filled on a permanent basis. If no individual is named to serve in such position on an interim basis, the City Manager shall serve as a director until such position is filled by the City of Englewood.

4-H. Compensation and Expense Reimbursement. No director of the Corporation shall receive a salary or other compensation for services rendered as a director. A director may be reimbursed for actual expenses incurred to carry out his or her duties as a director.

4-I. Loans. No loans shall be made by the Corporation to its directors.

4-J. Removal From Office. The Board of Directors, or any member thereof, may be removed from office, with or without cause, by the City Council of the City of Englewood, Colorado.

5. OFFICERS.

5-A. Election. The Engineering Manager of the City of Englewood shall be the president, the Finance Director of the City of Englewood shall be the vice-president and treasurer, and the Director of Neighborhood and Business Development shall be the secretary of the Corporation.

5-B. Officers. The officers of the Corporation shall exercise and perform the respective powers, duties and functions as are stated below, and as may be assigned by the Corporation's Board of Directors.

5-B-1. The president shall be the chief executive officer of the Corporation and shall, subject to the control of the Corporation's Board of Directors, have general supervision, direction and control of the affairs and officers of the Corporation. The president, or the vice-president, unless some other person is specifically authorized by the Corporation's Board of Directors, shall sign all bonds, deeds, mortgages, leases and contracts of the Corporation. The president shall perform all the duties commonly incident to this office and such other duties as the Corporation's Board of Directors shall designate.

5-B-2. In the absence or disability of the president, the vice-president shall perform all duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on the president; provided, however, that if the vice-president cannot so act, then the secretary shall perform the duties provided in this Paragraph 5-B-2. The vice-president shall have such other powers and perform such other duties as may from time to time be assigned to him or her by the president.

5-B-3. The secretary shall keep accurate minutes of all meetings of the Corporation's Board of Directors. He or she shall be responsible for the giving of notice of meetings of the Corporation's Board of Directors. The secretary shall be the custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation when so authorized. The secretary shall perform all duties commonly incident to his or her office and such other duties as may from time to time be assigned to him or her by the president.

5-B-4. The treasurer, subject to the order of the Corporation's Board of Directors, shall have the care and custody of the money, funds, valuable papers and documents of the Corporation. He or she shall keep correct and complete books and records of accounts of the Corporation's transactions, which shall be the property of the

Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Corporation's Board of Directors or the president. The treasurer shall perform all duties commonly incident to his or her office and such other duties as may from time to time be assigned to him or her by the president.

5-C. Compensation and Expense Reimbursement. No officer of the Corporation shall receive a salary or other compensation for services rendered as an officer. An officer may be reimbursed for actual expenses incurred to carry out his or her duties as an officer.

5-D. Disability. In the event of absence or inability of any officer to act, the Corporation's Board of Directors may delegate the powers or duties of such officer to any other officer whom it may select.

5-E. Vacancy. Should a vacancy exist in the Position of Finance Director, Engineering Manager, or Director of Neighborhood and Business Development, the City Manager shall serve in such position on an interim basis until such position is filled on a permanent basis by the City Council of the City of Englewood.

5-F. Loans. No loans shall be made by the Corporation to its officers.

6. FINANCE AND CONTRIBUTIONS.

6-A. Banking. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust company or trust companies, as the Corporation's Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Corporation's Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Corporation's Board of Directors, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall thereunto be authorized from time to time.

6-B. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Corporation's Board of Directors.

7. WAIVER OF NOTICE. Any officer or director may waive, in writing, any notice required to be given by law or these Bylaws, whether before or after the time stated therein.

8. ACTION WITHOUT A MEETING. Nothing in these Bylaws shall be construed so as to prevent any action required to be taken at a meeting of the Corporation's Board of Directors or any action which may be taken at such meeting, to be taken without a meeting, if a consent, in writing, setting forth the action so taken shall be signed by all members of the Corporation's Board of Directors.

9. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

9-A. Definitions. For purposes of this Article, the following terms shall have the meanings set forth below:

9-A-1. "Corporation" means the Corporation and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of a corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

9-A-2. "Director" means an individual who is or was a director of the Corporation, and an individual who, while such a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan. A "director" shall be considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise requires, the estate or personal representative of a "director".

9-A-3. "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

9-A-4. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expense incurred with respect to a proceeding.

9-A-5. "Official capacity" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation in

the performance of his or her duties in his or her capacity as such officer, employee or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

9-A-6. "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the Corporation, and any person who, while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" includes, unless the context otherwise requires, the estate or personal representative of such party.

9-A-7. "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal.

9-B. Right to Indemnification.

9-B-1. Standards of Conduct. Except as provided in Paragraph 9-B-3 below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (a) such party conducted himself or herself in good faith, (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or (ii) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Paragraph 9-B, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Paragraph 9-B-1(b)(i), even if such party is sued solely in a capacity other than as such director.

9-B-2. Settlement. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Paragraph 9-B-1.

9-B-3. Indemnification Prohibited. Except as hereinafter set forth in this Paragraph 9-B-3, the Corporation may not indemnify a party under this Paragraph 9-B either in connection with (a) any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation, or (b) any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party is adjudged liable on the basis that personal benefit was improperly received by the party (even if the Corporation was not thereby damaged).

9-B-4. Court-Ordered Indemnification. Notwithstanding the foregoing, the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clauses (a) and (b) of Paragraph 9-B-3 or whether or not the party met the applicable standard of conduct set forth in Paragraph 9-B-1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Act.

9-B-5. Claims by or in the Right of Corporation. Indemnification permitted under this Paragraph 9-B in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable expenses incurred in connection with the proceeding.

9-B-6. Combined Proceedings. If any claim made by or in the right of the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

9-C. Prior Authorization Required. Any indemnification under Paragraph 9-B (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Paragraph 9-B-1 and after an evaluation has been made as to the

reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Corporation's Board of Directors by a majority vote of a quorum of such Board, which quorum shall consist of all directors not parties to the subject proceeding, or by such other person or body as permitted by law.

9-D. Success on Merits or Otherwise. Notwithstanding any other provision of this Article, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding, against reasonable expenses incurred by such party in connection therewith.

9-E. Advancement of Expenses. The Corporation shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (1) the party furnishes the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Paragraph 9-B-1; (2) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (3) authorization of a payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Paragraph 9-C. The undertaking required by clause (2) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

9-F. Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Paragraph 9-D and by the written affirmation and undertaking to repay as required by Paragraph 9-E in the case of indemnification under such section. If no disposition of such claim is made within ninety (90) days after written request for indemnification is made, the claimant may apply by way of civil action in any court of competent jurisdiction for an adjudication as to the validity and extent of the claim. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

9-G. Insurance. By action of the Corporation's Board of Directors, notwithstanding any interest of the directors in such action, the Corporation may purchase and maintain insurance in such amounts as the Corporation's Board of Directors deems appropriate to protect itself and any person who is or was a director, officer, employee,

fiduciary or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

9-H. Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Corporation's Board of Directors in each specific case and circumstances, including but not limited to any one or more of the following: (1) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (2) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (3) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

9-I. Other Rights and Remedies. The indemnification provided by this Article shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.

9-J. Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any

partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

9-K. Indemnification of Agents. The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation who is not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Paragraph 9-C.

9-L. Savings Clause: Limitation. If this Article or any paragraph or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code").

10. AMENDMENTS. These Bylaws may be altered, amended, or repealed at any meeting of the Corporation's Board of Directors by a vote of a majority of the Directors present at a meeting at which a quorum is present called for such purpose

pursuant to notice, or by unanimous consent of all of the Directors as provided in Article 8 of these Bylaws.

AS APPROVED BY THE BOARD OF
DIRECTORS OF ENGLEWOOD
ENVIRONMENTAL FOUNDATION, INC.,
effective

12/29, 1998.

By:



Rick Kahm, President

Internal Revenue Service

Department of the Treasury

Index No.: 856.00-00

Washington, D.C. 20224

Mr. Rick Kahm
Englewood Environmental
Foundation, Inc.
3400 South Elati Street
Englewood, CO 80110

Person to Contact:
Eric E. Boody
Telephone Number:
(202) 622-3960
Refer Reply to:
CC:DOM:FI&P:3/PLR-108414-98
Date: SEP 29 1998

LEGEND:

- Foundation = Englewood Environmental Foundation, Inc.
EIN: 84-1429243
- City X = City of Englewood, Colorado
- State Y = State of Colorado
- Date 1 = September 2, 1997
- Shopping Center A = Cinderella City Shopping Center
- a = 1,200,000
- b = 1,100,000

Dear Mr. Kahm:

This is in response to a February 23, 1998, letter and other correspondence submitted on behalf of Foundation by its authorized representative, requesting a ruling that the income of Foundation is excludable from gross income for federal income tax purposes under section 115(1) of the Internal Revenue Code, charitable contributions to Foundation are deductible under section 170 as charitable contributions made to or for a political subdivision of a state, and Foundation is an entity described in section 170(b)(1)(A).

FACTS

Shopping Center A is a large shopping center comprised of more than a square feet and is located in the heart of City X. Shopping Center A has been largely vacant for several years, posing not only economic but also other problems for City X. Environmental remediation of Shopping

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Center A to remove asbestos and certain other contaminants must be conducted prior to any demolition or redevelopment of Shopping Center A.

The owner of the majority interest in Shopping Center A has indicated a willingness to transfer its interest in Shopping Center A to City X or its designee without consideration and to perform certain environmental remediation services following the conveyance. The owner of the remaining interest of Shopping Center A indicated a willingness to transfer its interest to City X or its designee for an amount less than the fair market value of such property.

Foundation was established by ordinance of the City Council of City X as a State Y nonprofit corporation. The organizational documents of Foundation provide that it "is formed exclusively to lessen the burdens of government of [City X] by performing functions within the meaning of Section 115(1), Section 501(c)(3) and Section 509(a)(3) of the Internal Revenue Code of 1986."

Foundation was created by City X to (i) serve as its designee to receive title to the bulk of Shopping Center A from the owner thereof, (ii) enter into a bargain purchase of the balance of Shopping Center A, (iii) perform, and hold title to Shopping Center A during the performance of, environmental remediation of the property, and (iv) retain consultants to formulate a multiple use, transit oriented development plan for the property which is acceptable to City X (including the use of a portion thereof as a new City Hall). This will protect City X from potential liability which might be imposed on the owner of property arising out of environmental contamination; allow environmental contractors, property managers, land use planners, and others to be retained without going through public bidding processes required by City X; permit the land use planning process to proceed while allowing City X to limit its direct involvement to the performance of its normal land use review and approval function; and shelter City X from financial responsibility relating to the development and operation of the property.

On Date 1 the City Council of City X approved the transfer of the sum of b dollars to the Capital Projects fund for Shopping Center A site costs. This amount was transferred to Foundation to be used exclusively for the following purposes: acquire and remediate the property of the minority owner's interest in Shopping Center A, purchase the running leases of three current tenants, create a

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contingency fund, and provide money for legal services, property management services, service contracts, insurance, and security fencing.

Upon dissolution of Foundation, after the liabilities of Foundation have been discharged or provided for, Foundation's remaining assets will be transferred to City X. The directors and officers of Foundation are all employees of City X who are appointed by City X to serve in those capacities. Foundation's office space is located in a City X building.

Foundation will receive minimal rental income from holdover shopping center tenants prior to the commencement of the environmental remediation of Shopping Center A. Moreover, Foundation will probably receive some income from salvage operations conducted at the site. It is anticipated that Shopping Center A will eventually be conveyed to City X by Foundation unless a determination is made by City X that Foundation should retain title to the property as lessor under long-term ground leases of the property for development purposes. Current plans call for the construction of a new city hall for City X on the Shopping Center A site.

LAW AND ANALYSIS

In general, if income is earned by an enterprise that is an integral part of a state or a political subdivision of a state, that income is not taxable in the absence of specific statutory authorization to tax that income. See Rev. Rul. 87-2, 1987-1 C.B. 18; Section 511(a)(2)(B) of the Code; GCM 14407, C.B. XIV-1, 103 (1935), superseded by Rev. Rul. 71-131, 1971-1 C.B. 28. When a state conducts an enterprise through a separate entity, however, the income of the entity may be excluded from gross income under section 115.

In Maryland Savings-Share Insurance Corp. ("MSSIC") v. United States, 308 F. Supp. 761, rev'd on other grounds, 400 U.S. 4 (1970), the State of Maryland formed a corporation to insure the customer accounts of state chartered savings and loan associations. Under MSSIC's charter, the full faith and credit of the state was not pledged for MSSIC's obligations. Only three of eleven directors were selected by state officials. The district court rejected MSSIC's claim of intergovernmental tax immunity because the state made no financial contribution to MSSIC and had no present interest in the income of MSSIC. Although the district court was reversed on other grounds, the Supreme Court

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agreed with the lower court's analysis of the instrumentality and section 115 issues. The Supreme Court rejected MSSIC's position that "it is an instrumentality of the State and hence entitled to exemption from federal taxation under the doctrine of intergovernmental immunity and under section 115 of the Code." MSSIC, 400 U.S. at 7, n.2.

In State of Michigan and Michigan Education Trust v. United States, 40 F.3d 817 (6th Cir. 1994), rev'g 802 F. Supp. 120 (W.D. Mich. 1992), the court held that the investment income of the Michigan Education Trust (MET) was not subject to current taxation under section 11(a) of the Code. The court's opinion is internally inconsistent because it concludes that MET qualifies as a political subdivision of the State of Michigan (Id. at 825), that MET is "in a broad sense" a municipal corporation (Id. at 826), and that MET is in any event an integral part of the State of Michigan (Id. at 829). Moreover, the court's reliance on the factors listed in Rev. Rul. 57-128, 1957 C.B. 311, to reach its conclusion is misplaced. The revenue ruling applies to entities that are separate from a state. The factors in the revenue ruling do not determine whether an enterprise is considered to be a separate entity or an integral part of the state or a political subdivision thereof.

Nevertheless, in determining whether an enterprise is an integral part of a political subdivision of a state, it is necessary to consider all of the facts and circumstances, including the political subdivision's degree of control over the enterprise and the political subdivision's financial commitment to the enterprise.

In this case, City X, a political subdivision of State Y, exercises complete control over Foundation. City X created Foundation by ordinance; all of Foundation's directors and officers are City X employees who are assigned to work on Foundation matters. Further, City X has made a significant financial contribution to Foundation. Virtually all of the funds that Foundation needed for property acquisition, remediation, and management purposes came directly from City X. Upon dissolution of Foundation, Foundation's net remaining assets will be returned to City X. Based upon these factors, Foundation is an integral part of City X.

Section 170(a)(1) of the Code provides, subject to certain limitations, a deduction for contributions or gifts to or for the use of organizations described in section 170(c), payment of which is made within the taxable year.

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Section 170(c)(1) of the Code states that the term "charitable contribution" includes a contribution or gift to or for the use of a State, a possession of the United States, any political subdivision of a State or any possession of the United States, the United States, or the District of Columbia, but only if the contribution is made for exclusively public purposes. See, e.g., Rev. Rul. 79-323, 1979-2 C.B. 106 (holding that amounts contributed to an industrial commission established by a state legislature for exclusively public purposes are deductible under section 170(c)(1)).

Foundation was created by City X to lessen the burdens of government of City X. Environmental remediation and transit-oriented planning are "exclusively public purposes" as required by section 170(c)(1) for contributions to a subdivision of a State to be deductible.

Since Foundation is an integral part of a subdivision of a State, contributions or gifts to or for the use of Foundation are contributions or gifts to or for the use of an entity described in section 170(c)(1) of the Code.

Section 170(b)(1) of the Code provides limitations on the amount that an individual can deduct as a charitable contribution in a taxable year. Section 170(b)(1)(A)(v) provides that any charitable contribution to a "governmental unit" referred to in section 170(c)(1) is allowed to the extent that the aggregate of such contributions does not exceed 50 percent of the taxpayer's contribution base for the taxable year.

Since Foundation is an integral part of a subdivision of a State, Foundation is a "governmental unit" described in section 170(b)(1)(A)(v) of the Code.

HOLDING

Based on the facts submitted and representations made, we conclude that Foundation is an integral part of City X.

Because we have concluded that Foundation is an integral part of City X, it is not necessary to address whether section 115(1) of the Code applies to the income of Foundation.

Contributions to Foundation are contributions to a subdivision of a State as described in section 170(c)(1) of the Code, and therefore, contributions to Foundation for an exclusively public purpose are deductible as charitable

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contributions to the extent that they meet the requirements of section 170. Foundation is an entity described in section 170(b)(1)(A)(v).

No ruling has been requested on the deductibility of any specific contribution to Foundation. Therefore, we are not ruling on the deductibility of any specific contribution to Foundation.

No opinion is expressed as to the tax consequences of this transaction under any other provision of the Code.

This ruling is directed only to the taxpayer who requested it. Section 6110(j)(3) of the Code provides that this ruling may not be used or cited as precedent.

Sincerely yours,

Assistant Chief Counsel
(Financial Institutions
and Products)

By: 

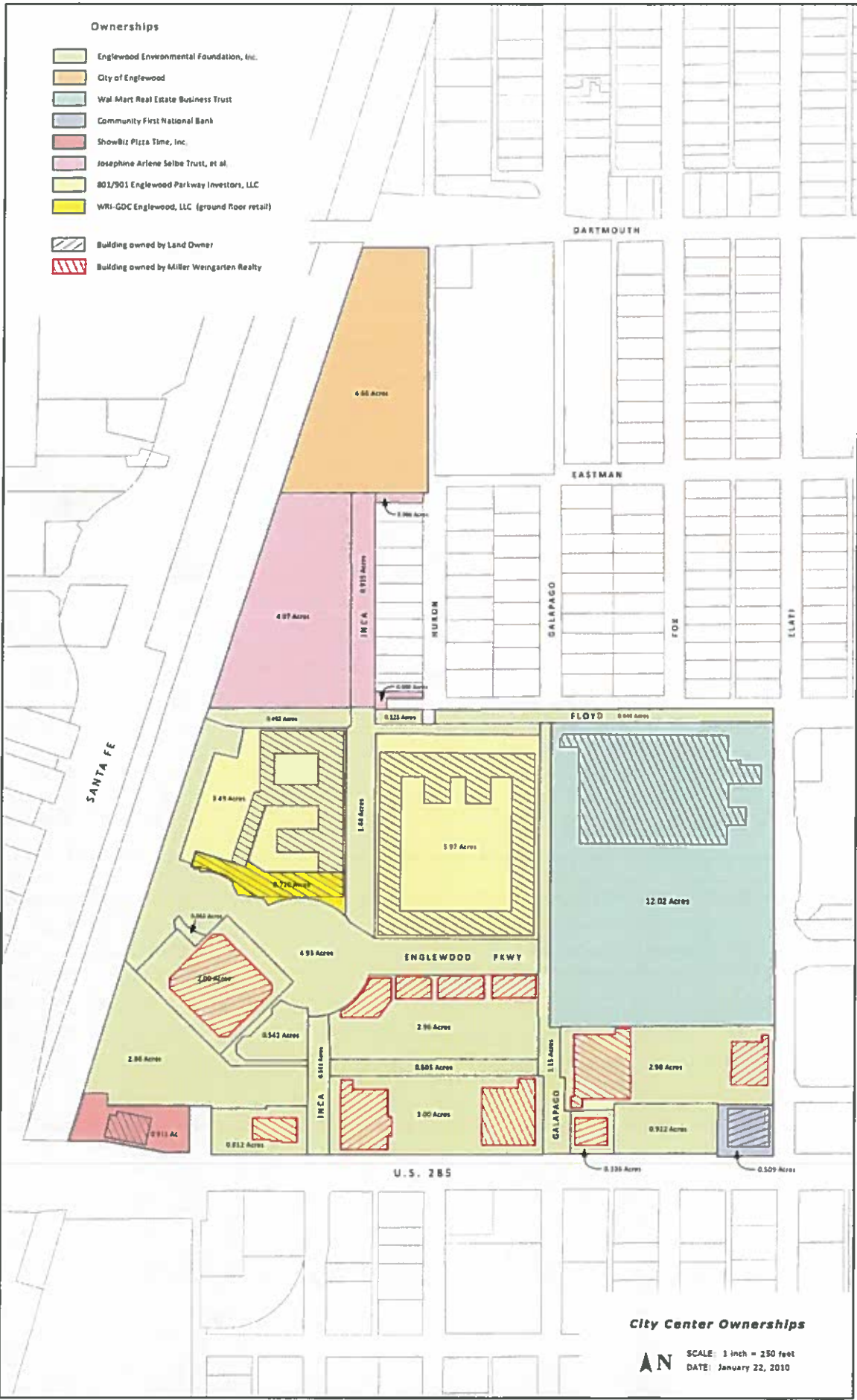
Alice M. Bennett
Chief, Branch 3

Enclosures:

Copy of this letter
Copy for section 6110 purposes

Ownerships

- Englewood Environmental Foundation, Inc.
- City of Englewood
- Wal Mart Real Estate Business Trust
- Community First National Bank
- ShowBiz Pizza Time, Inc.
- Josephine Arlene Salbe Trust, et al.
- 802/901 Englewood Parkway Investors, LLC
- WRI-GOC Englewood, LLC (ground floor retail)
- Building owned by Land Owner
- Building owned by Miller Weingarten Realty



City Center Ownerships

AN SCALE: 1 inch = 250 feet
DATE: January 22, 2010

SUBLEASE, ASSUMPTION AND ASSIGNMENT AGREEMENT

THIS SUBLEASE, ASSUMPTION, AND ASSIGNMENT AGREEMENT (sometimes herein referred to as "Agreement") is made and entered into as of MARCH 29, 2016, by and between Englewood Environmental Foundation, Inc. a Colorado not for profit corporation (hereinafter referred to as "Landlord") and InterWork Enterprises LLC, a Colorado limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord is the lessee of the premises described herein which premises are owned by Weingarten/Miller/Englewood Joint Venture ("Master-Lessor") pursuant to a Lease Agreement dated May 3, 2002 (the "Master Lease"). A copy of the Master Lease is attached hereto as Exhibit A.

Landlord wishes to lease to Tenant as a sub-lessee and Tenant wishes to lease from Landlord as a sub-lessor the premises described herein

For and in consideration of the rental, payments to be made by Landlord, and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby Subleases to Tenant and Tenant hereby Subleases from Landlord the premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth, subject to the Master Agreement.

A. SUMMARY OF BASIC SUBLEASE TERMS

1. **LANDLORD:** Englewood Environmental Foundation, Inc. a Colorado not for profit corporation.
2. **TENANT:** InterWork Enterprises LLC, a Colorado limited liability company.
3. **SHOPPING CENTER:** The City Center Englewood Shopping Center as depicted on Exhibit B attached hereto.
4. **BUILDING:** The Building (sometimes known as the "Bally's Building") situated on the parcel described on Exhibit C and located in the Shopping Center as depicted on Exhibit B which comprises a part of the Shopping Center.
5. **PREMISES:** The area on the first floor of the Building crosshatched on the Space Plan attached hereto as Exhibit D, comprising approximately 8,696 net rentable square feet.
6. **LEASE TERM:** Forty-two (42) months commencing April 1, 2016, and ending on October 1, 2019. Option to extend for five (5) years as provided in Section 2.3.

7.	RENT:	<u>Rent Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
		First 6 months	\$0.00	\$0.00
		Months 7 thru 24	\$62,176.00	\$5,181.33
		Months 25 thru 42	\$66,062.00	\$5,505.17

8. **AMOUNT OF REQUIRED LIABILITY INSURANCE: \$1,000,000.00**

9. **ADDRESSES FOR NOTICES AND PAYMENT OF RENT AND CHARGES:**

TO LANDLORD:

Englewood Environmental Foundation, Inc.
 1000 Englewood Parkway
 Englewood, Colorado 80110
 Attn: President

With a copy to:

Englewood City Attorney
 1000 Englewood Parkway
 Englewood, Colorado 80110

TO TENANT:

InterWork Enterprises LLC
 3435 South Inca Street, Ste. C
 Englewood, Colorado 80110

10. **PERMITTED USE: General office use, including subleasing to others for general office use**

11. **EXHIBITS AND ADDENDUM:**

- Exhibit A - Master Lease
- Exhibit B - Shopping Center and Building Site Plan
- Exhibit C - Legal Description of Shopping Center
- Exhibit D - Location of Demised Premises within the Building

12. **SECURITY DEPOSIT: \$25,000.00**

B. SUBLEASE, ASSIGNMENT AND ASSUMPTION.

I. Sublease.

I.1 Grant of Premises. Landlord hereby subleases to Tenant, and Tenant subleases from Landlord, those certain Premises situated in the City of Englewood, County of Arapahoe, State of Colorado, described in Paragraph 5 of the Summary of Basic Lease Terms (herein referred to as the "Premises").

I.2 Assumption and Assignment.

A. During the term of this Sublease, as may be extended in accordance with the provisions of the Agreement, Tenant assumes all obligations of Landlord under the Master Lease except any obligation to pay Common Area Maintenance charges, rent and any other payments thereunder ("Excluded Provisions") which will be governed by this Sublease, and hereby indemnifies and agrees to hold Landlord harmless from any claims, obligations or liabilities arising under the Master Lease, except the Excluded Provisions; provided, however, Tenant shall have no obligation or liability arising from a breach of the Master Lease solely as a result of any action by Landlord.

B. During the term of this Sublease, as may be extended in accordance with the provisions of the Agreement, except as expressly provided herein to the contrary, Landlord assigns to Tenant all of Landlord's rights under the Master Lease, provided, however, (i) Landlord's right to any condemnation award or insurance proceeds under the provisions of the Master Lease relating to casualty or condemnation shall be retained by and be the sole property of Landlord, (ii) in the event Tenant fails to exercise any such right, Landlord shall have the right to do so, and (iii) upon the termination of this Sublease, whether by expiration or otherwise, all rights of tenant under the Master Lease shall revert exclusively to Landlord. In no event shall Tenant have the right to make any amendment or modification to the Master Lease without Landlord's prior written consent, at Landlord's sole and absolute discretion.

I.3 Condition of Premises. Tenant accepts the Premises in its "as is" condition. Neither Landlord nor its agents have made any promise or are otherwise obligated to alter, remodel or improve the Premises, except that after the 24th month of the term if this Sublease is in full force and effect and Tenant is not in default hereunder, upon receipt of written notice from Tenant, Landlord will replace two window panes which are currently discolored because of broken seals. Neither Landlord nor its agents have made any representation or warranty with respect to the condition of the Premises or the Shopping Center, or any improvement thereon. Upon taking possession of the Premises, Tenant shall be conclusively deemed to have accepted the condition of the Premises and the Shopping Center, and other improvements located thereon, and Tenant waives any claims against Landlord resulting from the condition of the Premises, Building or the Shopping Center, or any improvements thereon.

2. Term

2.1 Basic Term. The term of this Sublease shall be for the period described in Paragraph 6 of the Summary of Basic Lease Terms, commencing and ending on the dates described in such Paragraph 6. If the commencement date of the Lease Term occurs on other than the first day of the month, Tenant shall pay proportionate rent at the same monthly rate set forth herein for the partial month at the beginning and end of the Lease Term. As soon as the Lease Term commences, Landlord and Tenant shall execute a memorandum to this Lease setting forth the exact date on which the Lease Term commenced and the expiration date of the Lease Term.

2.2 Early Possession. If, prior to commencement of the term of the Lease, Tenant uses or occupies the Premises or any part thereof with Landlord's prior written consent, for the purpose of completing alterations to the Premises, Tenant agrees to observe and perform all the provisions of this Sublease except those which require payment of rent; provided, however, if Tenant commences business in any part of the Premises prior to commencement of the Lease Term, the Lease Term shall be deemed to commence on the first day Tenant commences business and shall terminate forty two (42) months thereafter.

2.3 Option to Extend. Provided the Tenant is not then in default under this Agreement, and no event has occurred which, with the passage of time or the giving of notice would constitute a default under this Agreement, Landlord grants to Tenant the right to extend the Lease Term ("Renewal Option") for one (1) additional period of five (5) years ("Option Term"), upon the following terms and conditions:

2.3.1 Tenant must exercise such Renewal Option(s), if at all, by providing Landlord with written notice thereof at least one hundred and twenty (120) days but not more than six (6) months prior to the expiration date of the Lease Term ("Renewal Notice"). If Tenant does not provide Landlord with the Renewal Notice as and when herein specified, the Renewal Option shall terminate and be of no further force or effect. If Tenant exercises the Renewal Option the Lease Term shall be extended for an additional period of five (5) years upon the same terms and conditions as set forth in this Agreement, except the Rent shall be as set forth below and there shall be no additional Renewal Option. The Rent for such Option Term shall be:

<u>Rent Extension Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
First 12 months	\$69,365.00	\$5,780.42
Second 12 months	\$72,833.00	\$6,069.42
Third 12 months	\$76,475.00	\$6,372.92
Fourth 12 months	\$80,299.00	\$6,691.58
Fifth 12 months	\$84,314.00	\$7,026.17

2.3.2 The Renewal Option is personal to Tenant and may not be exercised by any successor in interest to Tenant without the prior written approval of Landlord.

3. Rent

3.1 Rent. Tenant shall pay to Landlord, promptly when due, without notice or demand and without deduction or set off for any reason whatsoever, as rent for the Premises, the Rent set forth in Paragraph 7 of the Summary of Basic Lease Terms for each and every month during the term hereof; provided no rent shall be due or payable for the first six (6) months of the lease term.. Tenant shall pay to Landlord upon execution of this Agreement, the sum of \$5,505.17, representing the Rent obligation of Tenant for the last month that Rent is due from Tenant. The Rent shall be absolute net to the Landlord; provided, however, Landlord shall be solely responsible for payment of the common area maintenance cost due under the Master Lease, including real estate taxes and HVAC maintenance.. Tenant shall pay for all other costs relating to the Premises, including but not limited to utilities, maintenance and repair not included in the common area maintenance charges, and such other costs shall be deemed additional rent.

3.2 Security Deposit:

3.2.1 Apply to Rent. Tenant, contemporaneously with the execution of this Agreement, has deposited with Landlord a \$25,000 security deposit, receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Agreement by Tenant to be kept and performed during the term of this Agreement. If, at any time during this Agreement term, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum without waiver by Landlord of its remedies in the event of default by Tenant. Commencing with the 7th month of this Sublease and provided that Tenant has not been in default hereunder, Landlord will apply an amount equal to the lesser of one-half of the Monthly Rent or the balance of the Security Deposit to the Rent each month, and Tenant will only be required to pay the balance of the Rent for such months. Upon the depletion of the Security Deposit as a result of such application to the Rent, the provisions of this Section ~~will terminate.~~

3.2.2 Use on Default. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Agreement then Landlord, at its option, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Neither said deposit nor the application thereof by Landlord, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease.

3.2.3 Transfer on Sale. Landlord may deliver the balance of the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Premises, in the event that such interest be sold or transferred, and, in the event the purchaser or transferee assumes the obligations of Landlord, thereupon Landlord shall be discharged from any further liability with respect to such deposit.

3.3 Place of Payment. The Rent payable by Tenant to Landlord under the terms of this Sublease and all other payments due hereunder by Tenant to Landlord, shall be paid at the office of Landlord set forth in Paragraph 9 of the Summary of Basic Lease Terms, or at such other place as Landlord may from time to time designate, in lawful money of the United States.

3.3 Interest on Unpaid Sums. If rent, or any other monetary sums required to be paid hereunder by Tenant to Landlord, is not paid when due, such sum shall accrue interest at the rate of twelve percent (12%) per annum. Said interest shall be charged from the date the amount in question was due until received by Landlord. In lieu of such interest, Landlord may elect to charge a late charge as to any installment of rent as more fully described in Section 16.2 hereof.

4. Tenant Finish

4.1 Any tenant improvements ("Tenant Finish") for the Premises which Tenant wants to construct in the Premises shall be constructed in accordance with the plans and specifications to be prepared by Tenant which plans and specifications (the "Plans and Specifications") shall be subject to approval by Landlord, such approval not to be unreasonably withheld or delayed. Tenant shall also provide a cost estimate of the Tenant Finish which estimate shall be subject to Landlord's approval. Tenant shall provide Landlord with reasonable evidence of sufficient funds to pay the cost of any such Tenant Finish. Tenant shall construct the Tenant Finish in a good and workmanlike manner and in compliance with all applicable local, state and federal laws, rules and regulations. Tenant shall accept full responsibility and risk for construction of the Tenant Finish and all of Tenant's contractors for personal property, equipment, materials, tools or machinery placed or stored upon the Premises during the completion of the period.

5. Use. Tenant shall use the Premises solely for the purpose set forth in Paragraph 10 of the Basic Lease Terms and shall not permit the Premises to be used for any other purposes. Tenant shall, at its sole cost and expense promptly comply with all applicable laws, statutes, ordinances, rules, regulations, orders and requirements in effect during the term regulating the use or occupancy of the Premises, including the requirements of any board of fire underwriters or other similar body now or hereafter constituted. Tenant will not use or permit the use of the Premises in any manner which may tend to create waste or a nuisance, or which may tend to obstruct or interfere with the rights of other tenants of the Building or the Shopping Center or injure or annoy them. Tenant hereby covenants and agrees neither to permit nor to suffer any conduct, noise, or nuisance whatever about said Premises having a tendency to annoy or disturb any persons occupying the Building or adjacent premises of the Shopping Center;

6. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Shopping Center by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Materials on the Premises or the Shopping Center caused or permitted by Tenant results in contamination of any portion of the Building or the Shopping Center, or if contamination by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or

restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the air, soil or groundwater on, within or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials caused or permitted by Tenant results in any contamination of the Building or the Shopping Center, Tenant shall promptly take all actions at its sole expenses as are necessary to return the Building or the Shopping Center to the condition existing prior to the introduction of any such Hazardous Materials to the Building or the Shopping Center; provided that Landlord's approval of such action shall first be obtained. As used herein, the term "Hazardous Material" means any hazardous material or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, asbestos, petroleum, crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances defined as or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 200080, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq. and any other governmental statutes, laws, ordinances, rules, regulations and precautions.

7. Maintenance, Repairs and Alterations. Landlord shall have no obligation for maintenance, repairs or alterations during the term of this Sublease. Throughout the term of this Sublease, Tenant shall exercise due care in the use and occupancy of the Premises and shall, at its expense, keep the Premises in good condition and repair, and shall be responsible for all repairs, maintenance, and replacements to the Premises other than any specifically required to be performed by Master Lessor under the Master Lease. Tenant agrees to promptly notify the Landlord or its representative of any accidents or defects in the Premises, of which Tenant becomes aware, including defects in pipes, electric wiring and heating, ventilation and air conditioning equipment.

8. Surrender of Premises. Upon the expiration or sooner termination of the Sublease Term, Tenant agrees to quit and surrender the Premises, broom-clean, in as good condition and repair as at the commencement of the Lease Term, ordinary wear and tear excepted, together with all keys and combinations to locks, safes and vaults and all improvements, alterations, additions, lighting fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Premises (except personal property, signs and trade fixtures put in at Tenant's expense) all of which shall thereupon become the property of Landlord without any claim by Tenant therefore, but the surrender of such property to Landlord shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Premises, Tenant shall remove all of Tenant's personal property, signs and trade fixtures and, at Landlord's option, Tenant shall also remove any alterations, additions, fixtures, equipment and decorations at any time made or installed by Tenant in, upon or to the interior or exterior of the Premises, and Tenant further agrees to repair any damage caused thereby. If Tenant shall fail to remove any of Tenant's personal property and trade fixtures, then at the option of Landlord, either the same shall be deemed abandoned and become the exclusive property of Landlord, or Landlord shall have the right to remove and store said property, at the expense of the Tenant, without further notice to or demand upon Tenant and hold Tenant responsible for any and all charges and expenses incurred by Tenant therefore. If the Premises are not surrendered upon termination of this Sublease, Tenant shall indemnify Landlord against all loss or liability resulting from the delay by Tenant in so surrendering the same, including, without limitation, any claims made by any succeeding occupant

founded on such delay. Tenant's obligations under this section shall survive the expiration or sooner termination of the Lease Term.

9. Insurance.

9.1 Tenant's Insurance. Tenant shall, during the Lease Term, keep in full force and effect a policy of commercial general public liability insurance with personal injury and property damage liability limits in amount not less than \$1,000,000. The policy shall name Landlord and Lessor as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. The insurance shall be in an insurance company qualified to do business in Colorado, and a copy of the policy or evidence of insurance, in form approved by Landlord shall be delivered to Landlord within thirty (30) days of the execution of this Sublease.

9.2 Tenant's Property Insurance. Tenant agrees that it shall keep its furniture, fixtures, merchandise, equipment and all items Tenant is obligated to maintain and repair under this Sublease insured against loss or damage by fire and all risk endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, but without limitation, loss by theft or otherwise.

10. Indemnity.

10.1 Indemnification of Landlord. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, claims and damages arising from Tenant's and any of its sublessees' (to the extent permitted herein) use of the Premises, and the Common Area, or the conduct of its business or from any act or omission to act, activity, work or thing done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation of Tenant to be performed under the terms of this Sublease, or arising from any act or negligence of Tenant or any of its agents, licensees or sublessees (to the extent permitted herein), contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in connection therewith. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risks of damage to property or injury to person in, upon or about the Premises. The indemnity shall also apply during Tenant's occupancy of the Premises prior to the commencement of the Lease Term.

10.2 Landlord Released From Liability. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises however or wherever caused.

11. Damage and Destruction.

11.1 Notice. Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

11.2 Building Damage. In the event the Premises are damaged during the term of this Sublease and Master Lessor is obligated to repair, restore or rebuild the Premises under the terms of the Master Lease, this Sublease shall continue in full force and effect during such period of repair, restoration or rebuilding, and the Rent shall equitably abate. If Master Lessor is not obligated to, or fails to, repair, restore or rebuild the Premises following such damage, this Sublease shall terminate as of the date of such damage, Tenant shall make any payment required under 4.5 and each party shall be released from any further obligations to the other.

12. Subletting and Assignment. Tenant shall not assign this Agreement or any interest herein, without the prior written consent of Landlord, in its sole and subjective discretion; provided that Tenant may sublet portions of the Premises to sublessees for office space, as long as any single sublease is for no more than 20% of the Premises, and as long as Tenant provides written notice to Landlord of the name of each sublessee, a copy of the sublease, such sublessees comply with all provisions of this Sublease and the Master Lease, other than the Excluded Provisions, and provided that no sublease will affect this Sublease or Tenant's obligations hereunder. A sale by Tenant of all or substantially all of its assets, a merger of Tenant with another corporation, or the transfer of fifty percent (50%) or more of the beneficial ownership of the stock in a corporate tenant shall constitute a prohibited assignment hereunder. Consent by Landlord to any one assignment or subletting shall not in any way be construed as relieving Tenant from obtaining the Landlord's express written consent to any further assignment or subletting.

13. Condemnation. If part or all of the Premises are taken under the power of eminent domain, or sold by Master-Lessor under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), Tenant shall have the same rights and obligations as Landlord has as the tenant under the Master Lease; provided, however, any compensation payable to tenant under the Master Lease shall be the sole property of Landlord.

14. Holding Over; Payments After Termination. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, without the execution of a new Lease, such tenancy shall be deemed to have created and be construed to be tenancy from the month to month only terminable on thirty (30) days written notice by either party to the other on the same terms and conditions as provided herein, except not only as to the term of this Sublease, but also except the Rent to be paid by Tenant shall be 150% of the Rent during the last month of the Initial Term or the Extension Term, as applicable, In no manner shall such holding over be deemed to constitute an extension of this Agreement or impair Landlord's ability to terminate on the same terms and conditions as termination of a month to month lease). No payments of money by Tenant to Landlord after the termination of this Sublease, in any manner, or after giving of any notice (other than a demand for payment of money) by Landlord to Tenant, shall reinstate, continue or extend the term of this Sublease or affect any notice given to Tenant prior to the payment of such money. It is agreed that after the service of notice or the commencement of a suit or after final judgment granting Landlord possession of the Premises, or after any other exercise Landlord's rights and remedies hereunder, then 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 judgment.

15. Entry by Landlord. Landlord, its agents shall have the right to enter the Premises at all reasonable times. Tenant shall permit Landlord to show the Premises to prospective tenants and place "For Lease" signs on the Premises or in such locations as will not reasonably interfere with Tenant's use of the Premises. If Tenant shall not be personally present to open and permit

any entry into the Premises at any time when such entry by Landlord, Landlord may enter by means of a master key without liability to Tenant and without affecting this Sublease. If, during the last month of the term or extension thereof, Tenant shall have removed substantially all of its property therefrom, Landlord may immediately enter and alter, renovate and redecorate the Premises without elimination or abatement of rent or incurring liability to Tenant for any compensation.

16. Tenant's Default.

16.1 Default. If default shall be made in the payment of any sum to be paid by Tenant under this Agreement, and such default shall continue for five (5) days, or default shall be made in the performance of any of the other covenants or conditions which Tenant is required to observe and to perform, and such default shall continue for twenty (20) days, or if the interest of Tenant under this Sublease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a debtor under the Federal Bankruptcy Code, for the reorganization or rehabilitation of Tenant or to delay, reduce or modify Tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure if Tenant is a corporation or other entity, or if Tenant be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or Tenant's property, or if Tenant fails to take possession of the Premises on the commencement date of the term of this Sublease or thereafter fails to occupy and conduct its business on the Premises on a substantially continuous basis, then Landlord may treat the occurrence of any one or more of the foregoing events as a default under this Agreement (provided that no such levy, execution, legal process or petition filed against Tenant shall constitute a default under this Sublease if Tenant shall diligently contest the same by appropriate proceedings and shall remove or vacate the same within twenty (20) days from the date of its creation, service or filing).

16.2 Remedies. In the event of a default under this Agreement by Tenant, Landlord shall have all of the following remedies, in addition to all rights and remedies provided at law or in equity:

16.2.1 Landlord may terminate this Agreement and forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, including Landlord's attorneys' fees; (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate of eighteen percent (18%) per annum from the due date; (iii) the balance of the Rent for the remainder of the Lease Term less the reasonable rental value if subleased under the terms of this Sublease; (iv) damages for the wrongful withholding of the Premises by Tenant; and (v) any other sum of money and damages owed by Tenant to Landlord.

16.2.2 Landlord may retake possession of the Premises and shall have the right but not the obligation, without being deemed to have accepted a surrender thereof, and without terminating this Sublease, to re-let the same for the remainder of the term provided for herein upon terms and conditions satisfactory to Landlord; and if the rent received through such reletting does not at least equal the Rent provided for herein, Tenant shall pay and satisfy any deficiency between the amount of the Rent and that received through reletting; and, in addition, Tenant shall pay all reasonable expenses incurred in connection with any such reletting, including, but not limited to, the cost of renovating, altering and decorating for an occupant and leasing commissions paid to

any real estate broker or agent and attorneys' fees incurred.

16.3 Late Charges. Tenant hereby acknowledges that the timely payment of rent is of the essence and that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Sublease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any Rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the said amount is due, Tenant shall pay to Landlord a late charge, equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

16.4 Master Lease Remedies. Landlord shall also have the same remedies with regard to a default by Tenant as Master Lessor has with respect to a default by the tenant under the Master Lease.

16.5 Cumulative Remedies. Suit or suits for the recovery of the rents and other amounts and damages set forth hereinabove may be brought by Landlord, from time to time, at Landlord's election and nothing herein shall be deemed to require Landlord to await the date on which this Sublease or the term hereof would have expired by limitation had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Sublease shall be cumulative and shall be in addition to every other right or remedy provided for in this Sublease or hereafter existing at law or in equity or by statute or otherwise including but not limited to suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any or all other rights or remedies provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by Landlord in connection with collecting any rent or other amounts and damages owing by Tenant pursuant to the provisions of this Sublease, or to enforce any provision of this Sublease, including reasonable attorneys' fees from the date such matter is turned over to any attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable as damages by Landlord from Tenant.

16.6 No Waiver. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Landlord. No waiver of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Notwithstanding any termination

of this Agreement, the same shall continue in force and effect as to any provisions which require observance or performance by Landlord or Tenant subsequent to such termination.

17. MISCELLANEOUS

17.1 Time of Essence. Time is of the essence.

17.2 Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17.3 Entire Agreement. This Agreement, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Premises, and there are no oral agreements or representations between the parties with respect to the subject matter hereof. This Agreement supersedes and cancels all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be modified only in writing, signed by the parties in interest at the time of modification.

17.4 Recording. This Agreement shall not be recorded and any recordation shall be a breach under this Agreement.

17.5 Binding Effect: Choice of Law. Subject to any provisions hereof restricting assigning or subletting by Tenant and subject to the provisions for the transfer of Landlord's interest, this Agreement shall bind the parties, their successors and assigns. This Agreement shall be governed by the laws of the State of Colorado.

17.6 Authority. Each individual executing this Agreement on behalf of the respective parties represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such party in accordance with a duly adopted resolution of its Members and Managers and in accordance with its Operating Agreement, and that this Agreement is binding upon each party in accordance with its terms.

17.7 Notices. All notices or demands of every kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed to have been given on the date personally delivered, or if sent by recognized overnight courier service, the first business day following the day such notice is given to the overnight delivery service, or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant at the addresses set forth in Paragraph 9 of the Summary of Basic Lease Terms.

17.8 Subject to Annual Appropriation: Any provision of this Agreement or the attachments which impose upon Landlord, 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 being appropriated, budgeted and otherwise made available.

17.9 Parking. Landlord shall provide to Tenant, at no additional cost, parking permits for parking on a non-exclusive basis, to be utilized within Landlord's controlled parking lots in the Shopping Center at a ratio of one permit for every employee of Tenant and its sublessees plus two, up to a maximum of 16 permits. In addition, Tenant's visitors and clients shall have the non-exclusive use of the "visitor" designated parking spaces in the parking areas of the Building and the Shopping Center.

17.10 Broker's Commission. Tenant warrants that it has had no dealings with any broker or agent in connection with this Agreement and covenants to pay, hold harmless and indemnify Landlord from and

against any and all cost, expense (including attorneys' fees) or liability in connection with any compensation, commissions, liens or charges claimed, asserted or effected by any other broker or agent with respect to this Agreement or the negotiation thereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first above written.


TENANT:

InterWork Enterprises LLC, a
Colorado limited liability company

By: 
Its: Chairman
Name: Eric Curtiss

LANDLORD:

Englewood Environmental
Foundation, Inc. a Colorado not for
profit corporation

By: 
Its: Pres.
Name: Rick KHM

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TRACY K. BAKER
ARAPAHOE COUNTY

COMMON AREA MAINTENANCE AGREEMENT

THIS COMMON AREA MAINTENANCE AGREEMENT ("CAM") is made as of the 24th day of November, 1999, by and among ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC., a Colorado non-profit corporation ("EEF"), whose address is 3400 S. Elati Street, Englewood, Colorado 80110 and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware Business Trust ("Wal-Mart"), whose address is 2001 S.E. Tenth Street, Bentonville, Arkansas 72712.

1. Preliminary.

- a. **Project:** EEF is developing the Redevelopment Site (as hereinafter defined) as a transit oriented development (the "Project"), including a light rail station, civic center, retail complex and residential complex. EEF intends to convey by deed or long term ground lease, portions of the EEF Property (as hereinafter defined) to other developers to complete the retail/commercial and residential development. Wal-Mart has purchased from EEF the Wal-Mart Parcel (as hereinafter defined).
- b. **Location of Property.** The Redevelopment Site is located within the boundaries of the City of Englewood, Colorado ("City") and is bounded by Hampden Avenue, Santa Fe Drive, Elati Street and Floyd Avenue,. The Redevelopment Site consists of approximately 50 acres, together with a leasehold interest in approximately an additional 5 acres to the northwest of the 50 acre site. The Redevelopment Site is depicted on Exhibit C attached hereto and made a part hereof by this reference.
- c. **Purpose:** The Parties have agreed on terms to share the responsibility for and cost of maintenance of the Common Areas of the Redevelopment Site in order to assure a consistent level of maintenance and uniform appearance for the entire Redevelopment Site.

NOW, THEREFORE, for and in consideration of the premises, and of the covenants and liens contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

2. Definitions.

- a. "Default Rate" shall mean the prime rate of interest published from time to time in the Wall Street Journal plus seven percent (7%) per annum.
- b. "Common Area" shall mean all improved and unimproved areas within the boundaries of the Redevelopment Site (including any additional land hereafter

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acquired and incorporated as part of the Redevelopment Site) that are not from time to time used for buildings.

- c. "EEF Property" shall mean the property described on Exhibit A-1 (the fee simple property) and Exhibit A-2 (the leasehold property).
- d. "Joinder Agreement" shall mean an Agreement executed by any Person, which Agreement provides for allocation of CAM Cost between EEF and such Person. shall provide that such party agrees to be bound by the terms of this Agreement, and shall provide for the share of the CAM Costs being assumed by such party.
- e. "Majority of All Owners" shall mean a majority vote of all Owners casting a vote, with each voting party having one vote for each dollar contributed by such Owner toward the CAM costs for the calendar year immediately preceding such vote.
- f. "Maintenance Director" shall mean the Person responsible for the maintenance of the Common Areas as provided in Paragraph 5 hereof.
- g. "Maintenance Fee" shall mean the fee payable to the Maintenance Director as provided in Paragraph 6.a.
- h. "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building in the Redevelopment Site under an ownership right or under any lease, sublease, assignment, license, concession, or other similar agreement.
- i. "Owners" shall mean EEF, Wal-Mart, the Retail Developer and the Residential Developer; provided, however, in order for a party to be deemed an "Owner" under the terms of this Agreement, such party, if the Retail Developer, shall own or lease not less than 100,000 square feet of retail space, and if the Residential Developer, shall own or lease not less than 250 residential units. In the event an Owner sells or transfers all of its interest in the Redevelopment Site, from and after the time of sale or transfer, the record holder of the fee simple title or the leasehold possessory interest that was sold or transferred shall become an Owner. If only part of an Owner's property is transferred, then the right to vote such Owner's interest shall be retained by the Owner, notwithstanding the sale or transfer of a portion of his interest, unless the Owner also transfers by written instrument his right to vote to such transferee, which transfer shall be effective upon recording of such instrument in the real estate records of Arapahoe County, Colorado and which instrument shall make reference to this Agreement. No Owner shall have the right, without the prior written consents of all other Owners, to apportion his right to vote hereunder between itself and its transferee.

- j. "Parcel" or "Parcels" shall mean, individually or collectively, the EEF Property and the Wal-Mart Parcel and any individual lots, parcels or pad sites located therein, as shown on the then current recorded Subdivision Plat.
- k. "Party" or "Parties" shall mean EEF and Wal-Mart, their successors and assigns.
- l. "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Redevelopment Site.
- m. "Person" shall mean an individual, partnership, firm, association, corporation, limited liability company, trust, governmental or quasi-governmental agency, or any other form of business or legal entity.
- n. "Redevelopment Site" shall mean the EEF Property and the Wal-Mart Parcel.
- o. "Residential Developer" shall mean the Person who acquires from EEF as its master residential developer the portion of the Redevelopment Site for development as residential units (portions of the ground floor space in such improvements may be developed for retail/commercial uses). The identity of such Person may be confirmed by EEF by the Joinder Agreement.
- p. "Retail Developer" shall mean the Person who acquires the portion of the Redevelopment Site from EEF as its master retail developer for development as retail/commercial uses. The identity of such Person may be confirmed by EEF by the Joinder Agreement.
- q. "Wal-Mart Parcel" shall mean the Parcel described on Exhibit B.

3. Maintenance.

- a. Standards. Following completion of the improvements on the Common Areas, the Common Areas shall be maintained in good condition and repair, and in compliance with all laws, rules, and regulations, orders and ordinances of governmental agencies having jurisdiction. The standards of maintenance for the Common Areas shall be comparable to the standard of maintenance followed in a mixed use, residential, retail, commercial development in the metropolitan Denver, Colorado area similar to the Project. The maintenance and repair obligation shall be the following:

- (i) Maintaining all paved surface of the Common Areas in a smooth and evenly covered condition which maintenance work shall include without limitation, restriping, repairing and resurfacing (using surface material of a quality equal or superior to the original surfacing material).
 - (ii) Removal of all papers, debris, filth, refuse, ice and/or snow; and sweeping the Common Areas to the extent necessary to keep the Common Areas in a clean and orderly condition which maintenance work shall include but not be limited to sweeping not less than two (2) times each week, and snow removal following two (2) or more inches of snow accumulation.
 - (iii) Placing, keeping in repair and replacing any appropriate directional signs, markers and lines.
 - (iv) Operating, keeping in repair and replacing when necessary such parking lot lighting facilities as may be reasonably required.
 - (v) Maintaining all landscaped areas, repairing automatic sprinkler systems or water lines in the Common Areas and making replacement of landscape materials which dies or is visibly dying, which replacement shall meet the same size and type requirements as the original planting.
 - (vi) Cleaning, maintaining and repairing of all sidewalks included in the Redevelopment Site.
 - (vii) The foregoing standards may be amended only by unanimous vote of the Owners.
- b. **Expenses.** The respective Owners or Occupants shall pay the maintenance expense for their Parcels, except to the extent that maintenance is shared as hereinafter provided.
- c. **Shared Maintenance.** Except as provided in this Paragraph, the Parties shall maintain, according to the standards set forth in this Agreement, the Common Areas located solely on their own Parcels. The Maintenance Director shall perform maintenance (1) on the Parcels identified as Tract A thru F, H and I on the Subdivision Plat of Englewood City Center Filing No. 1, unless the owner of such Parcel elects to maintain such Parcel at is own expense, (2) which affects more than one Parcel, or (3) which a Majority of All Owners agree should be

performed for the Redevelopment Site as a whole, or which affects the Common Areas including, without limitation, the following:

- i. Performing all maintenance tasks enumerated in Paragraph 3.a. above;
- ii. Maintaining, repairing and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls or barricades);
- iii. Providing reasonable security services; provided, however, that if any Owner or Occupant requires security services in excess of that provided generally to all other Owners or Occupants, that Owner or Occupant shall bear the entire cost of providing such excess service;
- iv. Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Maintenance Director shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Agreement and for the performance of any such third party or parties under any such contract or contracts; and
- v. Maintaining comprehensive general liability insurance for the Maintenance Director and the Common Area maintained by the Maintenance Director, all as set forth in Paragraph 9 hereof.

Notwithstanding anything contained in this Subparagraph C, and except to the extent permitted under Paragraph 7, the Maintenance Director shall in no event perform maintenance on the Wal-Mart Parcel without the prior written consent of the owner of the Wal-Mart Parcel.

- d. **CAM Costs.** The costs incurred by the Maintenance Director in performing shared maintenance ("CAM Costs", which term as used herein shall include the Maintenance Fee) shall be shared as hereinafter provided. For the purpose of this Agreement, CAM Costs shall not include:
 - i. any costs to clean or repair the Common Area resulting from construction, maintenance or replacement of buildings;
 - ii. except for the Maintenance Fee as hereinafter defined, profit, administrative and overhead costs of the Maintenance Director (such as rent, utilities and wages or salaries paid to management or supervisory personnel);

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- iii. entertainment, transportation, meals and lodging of any Person;
 - iv. expenses in connection with services or other benefits which are offered to one or more Owners and/or Occupants of the Redevelopment Site who are charged directly for such services or other benefits;
 - v. electrical power costs for which any Owner and/or Occupant directly contracts with the local public service company;
 - vi. any expense representing an amount paid to a related corporation, entity, or person which is in excess of the amount which would be paid in the absence of such relationship; and
- e. **Maintenance by Wal-Mart.** Wal-Mart hereby agrees to maintain, at its sole cost and expense, without including such expenses as a CAM Cost, the portion of the Common Areas located on the Wal-Mart Parcel; and in consideration for such undertaking, Wal-Mart's pro rata share of CAM costs has been reduced from an amount which would otherwise have been payable to cover the costs of maintaining such area. In performing the maintenance of the Common Areas located on the Wal-Mart Parcel, the owner of such Parcel shall comply with, or exceed the maintenance standards set forth in Paragraph 3.a of this Agreement. In the event the owner of the Wal-Mart Parcel fails to maintain the Common Area located on its Parcel in accordance with, or better than, the standards required hereunder, the Maintenance Director shall have the right to give the applicable notices as provided for a non-monetary default under Paragraph 7.b and to exercise the remedies provided under this Agreement.

4. **Lighting.** Commencing at least ten (10) days prior to the date any Owner first opens its building for business, the Maintenance Director shall keep the Common Area to be maintained hereunder by the Maintenance Director and reasonably related to such Owner's parcel fully illuminated each day from dusk until 11:00 p.m. at the earliest, and from 6:00 a.m. until dawn. If artificial lighting located on Tracts A-F, H or I, Englewood City Center Filing No. 1 is needed by any Owners or Occupants for a time later or earlier than the foregoing hours ("After Hours Lighting"), such Owner or Occupant shall notify the Maintenance Director in writing, and the Maintenance Director, if possible, shall provide such After Hour Lighting if it can be provided by separately metered service or can otherwise be measured or reasonably estimated, and all expenses thereof shall be paid by such requesting Owners or Occupants. Each Owner and Occupant shall keep any exterior building security lights on from dusk until dawn. The owner of the Wal-Mart Parcel shall provide and pay for all Common Area lighting on the Wal-Mart Parcel.

5. Maintenance Director.

- a. Appointment: The Owners hereby appoint EEF as Maintenance Director. EEF shall have the option to contract with one or more third parties to carry out part or all of the duties of the Maintenance Director.
- b. Resignation of Maintenance Director: The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to the Owners, to resign as Maintenance Director, in which event a Majority of All Owners shall appoint another Person to be the Maintenance Director (the Maintenance Director is not required to be an Owner).
- c. Termination of Contracts: In the event the Maintenance Director has received the Maintenance Director Default Notice as provided in Paragraph 7.c. and has failed to cure the default described in such notice within the time provided in Paragraph 7.c., within thirty (30) days following the date of the (second) Director Default Notice, a Majority of All Owners may, by written notice ("Termination Notice") to the Maintenance Director, elect to terminate the contract or contracts between the Maintenance Director and any third party providing maintenance which is the subject of the Termination Notice; or in the event such maintenance is being performed directly by the Maintenance Director, a Majority of All Owners may direct the Maintenance Director to contract with independent third parties to perform the applicable maintenance. The Termination Notice shall set forth in detail the default constituting the reason for termination. Within thirty (30) days following receipt of the Termination Notice, the Maintenance Director shall terminate the applicable maintenance contract, or cease performing the applicable maintenance work, as the case may be, and enter into a new contract with a different maintenance provider for such maintenance service. All contracts entered into by the Maintenance Director shall provide that such contract may be terminated by a Majority of All Owners as provided in this Paragraph.
- d. Contracts to Provide Maintenance for Third Parties: The Maintenance Director shall have the right, in its sole discretion, to provide maintenance for property adjacent to the Redevelopment Site upon payment to the Maintenance Director for the cost of such work in an amount determined by the Maintenance Director in its sole discretion. The costs of such work shall be included in the CAM Costs, and the payments made to the Maintenance Director for the cost of such work shall be deducted and reduce the CAM Costs to be shared under this Agreement.

6. Reimbursement of Maintenance Director; Pro Rata Share.

- a. Reimbursement: The Maintenance Director shall contract for and pay for all of the items enumerated as CAM Costs. The Maintenance Director shall also be paid

a fee ("Maintenance Fee") to cover its management and administrative costs. The Maintenance Fee shall be seven percent (7%) of the CAM costs. In the event the Maintenance Director contracts with any other party for the management and administration of the maintenance to be performed under this Agreement, the Maintenance Fee payable to both the Maintenance Director and such other party shall be the aggregate sum of seven percent (7%), and the Maintenance Director and such other party shall be reimbursed for direct out-of-pocket costs. The Maintenance Director shall bill the Owners for their share of the CAM Costs, including the Maintenance Fee. CAM Cost shall also include all direct out-of-pocket costs incurred by Maintenance Director in performing its duties hereunder, including but not limited to long distance charges, and legal expenses.

b. Pro Rata Share:

- i. Wal-Mart. Wal-Mart's annual share of the CAM Costs shall be the lesser of (a) five percent (5%) of the actual annual CAM Costs, or (b) forty cents (\$.40) per annum times the number of square feet of floor area of the building(s) located on the Wal-Mart Parcel, which \$.40 amount shall be increased ten percent (10%) every ten years, commencing January 1, 2010 and every ten (10) years thereafter (i.e. \$.44 commencing January 1, 2010, \$.484 January 1, 2020, \$.532 January 1, 2030, etc. until this Agreement expires). For the first and last year, if less than a full calendar year, Wal-Mart's share, if based on a per square foot charge (rather than a percentage of the CAM Costs), shall be prorated based on the actual number of days of maintenance.
- ii. EEF. EEF shall pay the balance of the CAM Costs (not paid by Wal-Mart as provided above), provided, however, upon the transfer by EEF of any of its property, EEF may cause the transferee to enter into a Joinder Agreement which may set forth the share of CAM Costs to thereafter be paid by the owner of the property transferred, which share shall be determined by EEF and the transferee in their sole discretions. In the event of a transfer by EEF and the failure of EEF to either enter into a Joinder Agreement or to record the Joinder Agreement, EEF shall remain obligated for the payment relating to the property transferred.
- iii. Any Person obligated to pay CAM Costs shall pay monthly for one-twelfth (1/12) of its estimated pro rata share of all CAM Costs for the year. In the first year, at its option, the Maintenance Director may bill in arrears as expenses are incurred by the Maintenance Director in maintaining and insuring the Common Area as provided

herein, with the first billing date being the last day of the first full calendar month following the date any Person first opens its building for business. Each bill shall be due and payable within thirty (30) days after receipt. After the end of each year of maintenance, the Maintenance Director shall prepare an annual statement comparing budgeted and actual expenses, and an adjustment shall be made, with any excess amounts to be reimbursed, and any shortfall to be paid, within thirty (30) days after invoicing. No failure to give or delay in giving the annual reconciliation shall affect any Person's duty to pay CAM Costs.

- c. **Audit Rights:** Any Owner may, upon not less than ten (10) days' prior written notice to the Maintenance Director given within one (1) year after the end of any calendar year, inspect the Maintenance Director's records for all Common Area maintenance and insurance expenses incurred during such preceding calendar year. Such inspection shall take place at the Maintenance Director's general offices or at such other location reasonably designated by the Maintenance Director at any time during reasonable business hours. If said inspection reveals an overpayment of CAM Costs, the inspecting Owner shall give the Maintenance Director written notice thereof, and a copy of the report showing how the amount of the overpayment was determined. If the Maintenance Director agrees with such evaluation, the Maintenance Director shall reimburse the Owner of each Parcel its proportionate share of any such overpayment within thirty (30) days after receipt of the notice and report regarding such overpayment. If the inspection reveals an underpayment of CAM Costs (including the Maintenance Fee), the Owner of each Parcel shall reimburse the Maintenance Director its share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Paragraph 6.b. If the inspection reveals that the Maintenance Director overstated CAM Costs by more than three percent (3%), and the Maintenance Director agrees with such evaluation, the Maintenance Director shall also reimburse the Owner making such inspection for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of notice of determination, and of the amount, of any such overstatement. If the Maintenance Director does not concur with the report of an inspecting Owner, then the parties shall submit the dispute to arbitration by a single certified public accountant who has not less than five (5) years experience in accounting for retail common area maintenance costs and who is approved by both parties. If they cannot agree on an arbitrator, then each party shall select an accountant having the same minimum qualifications, and the two accountants shall appoint the accountant (having the same minimum qualifications) who shall arbitrate the dispute. Interest at the Default Rate shall accrue on any reimbursement provided for in this Paragraph which is not made within thirty (30) days after billing or after the decision of the arbitrator, as the case may be.

7. **Default.**

- a. **CAM Costs:** In the event any Person obligated to pay CAM Costs fails or refuses to pay when due its share of any bill for the CAM Costs described above (such Person being herein called a "Defaulting Person"), which failure continues for a period of thirty (30) days after receipt of written notice thereof from the Maintenance Director, such failure shall constitute a default and legal action may thereafter be instituted against the Defaulting Person by the Maintenance Director for such unpaid CAM costs, plus interest at the Default Rate from and after the date the bill was due and payable to and including the date the bill is paid.

- b. **Non-Monetary Default:** In the event any Person fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice from the Maintenance Director specifying the particulars of such failure, such failure shall constitute a default, and the Maintenance Director may thereafter institute legal action against the defaulting Person for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Person shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Person is diligently proceeding to rectify the particulars of such failure; provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable for the nature and circumstances of such emergency. By way of example, but not as a limitation, the failure to remove snow to the extent the same is not the responsibility of the Maintenance Director such that Owners, Occupants and Permittees cannot utilize the private roads or sidewalks shall constitute such an emergency.

- c. **Self-Help:** If any Person fails to perform any provision of this Agreement required to be performed by him, and such failure constitutes an emergency, the Maintenance Director, or any Owner ("Curing Owner") if the Maintenance Director fails to exercise the self help right, shall have the right, but not the obligation, to enter upon the property owned or operated by such Person to cure such default for the account of and at the expense of the owner of such property. By way of example, but not as a limitation, the failure to remove snow or otherwise repair or maintain the private roads or sidewalks shall constitute such an emergency. In no event may any Person other than the Maintenance Director or a contractor engaged by the Maintenance Director enter upon the Wal-Mart Property pursuant to this subparagraph. If the Maintenance Director or Curing Owner exercises its self-help right, then, within ten (10) days after receipt of an invoice from the Maintenance Director or such Curing Owner, the defaulting Person and/or Occupant shall reimburse to the Managing Director or the Curing Owner for all costs reasonably incurred by the Curing Owner in curing such

default, plus an administrative fee equal to fifteen percent (15%) of such costs, together with interest at the Default Rate until paid. If the Maintenance Director fails to perform any provision of this Agreement required to be performed by him, and such failure constitutes an emergency, any Owner ("Curing Owner") shall have the right, but not the obligation, to cure such default. Within ten (10) days after receipt of an invoice from such Curing Owner, the Maintenance Director shall reimburse the Curing Owner for all costs reasonably incurred by the Curing Owner in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs, together with interest at the Default Rate until paid; the administrative fee and interest shall not thereafter be included in the CAM Costs.

- d. **Attorneys' Fees.** In the event of a breach of this Agreement and an action is commenced to enforce the remedies provided for under this Agreement, the unsuccessful party in any such action shall reimburse the prevailing party for its reasonable attorneys' fees.

8. **Insurance.** The Maintenance Director shall procure and maintain in full force and effect throughout the term of this Agreement, as a CAM cost, with respect to the Common Areas included in the shared maintenance, general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, such insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. The Maintenance Director shall provide to each Person owning a Parcel with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days' prior written notice to the other Persons.

9. **Release from Liability.** Any Person acquiring fee or leasehold title to any portion of the Redevelopment Site shall be bound by this Agreement only as to the parcel or portion of the parcel acquired by such Person. In addition, such Person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such parcel or portion of the parcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Paragraph, the covenants and liens in this Agreement shall continue to be benefits to and servitudes upon said parcels running with the land.

10. **Recording; Rights of Successors and Joinder Agreement.** This Agreement shall be recorded in the Real Estate records of Arapahoe County, Colorado. The benefits, obligations, and lien hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective heirs, representatives, lessees, successors and assigns.

Upon any conveyance of any portion of the Redevelopment Site by EEF by deed or long term ground lease for a term in excess of fifty (50) years, the transferee may execute a Joinder Agreement which may provide among other items:

- a. The share of CAM Costs to be paid by the owner of the property transferred.
- b. Any agreement by EEF and the transferee for the transferee to maintain, at its sole cost and expense, any portion of the Common Areas located on the property acquired by the transferee.
- c. The address of transferee for the purposes of sending notices under this Agreement.
- d. The legal description of the property acquired by the transferee.
- e. In the event a transferee qualifies as an "Owner" as defined in Paragraph 2.i, the number of square feet of retail or commercial space or the number of residential units to be developed on the property acquired by the transferee which permits the transferee to qualify as an Owner.

EEF shall send copies of the Joinder Agreement to all other Parties, and may record a copy of the Joinder Agreement in the real estate records of the Clerk and Recorder of Arapahoe County, Colorado. In the event EEF conveys any portion of the Redevelopment Site and fails to enter into a Joinder Agreement or fails to record the Joinder Agreement, the owner of Tract C, Englewood City Center Filing No. 1, according to the plat thereof recorded in Arapahoe County, Colorado shall remain liable for all obligations affecting the portion of the Redevelopments Site so transferred.

11. **Notices.** All notices and other communications required to be given under or pursuant to the terms of this Agreement shall be in writing and shall be given to a Person when a copy thereof addressed to such Person as provided herein, is actually delivered, by personal delivery, by commercial carrier or certified mail, return receipt requested, or by successful facsimile transmission, at the address of such Person as provided below, or to such other address as a Person may specify by written notice give in compliance with this Paragraph, or to the address of a Person as set forth in a Joinder Agreement (a copy of which has been delivered as provided in Paragraph 10). All notices shall be addressed as follows unless otherwise specified as above provided:

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To EEF:

Englewood Environmental Foundation, Inc.
3400 South Elati
Englewood, CO 80110
Attention: President
Facsimile: 303-789-1125
Telephone: 303-762-2503

With a copy to:

City Attorney
City of Englewood
3400 South Elati
Englewood, CO 80110
Facsimile: 303-762-2331
Telephone: 303-762-2320

To Wal-Mart:

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex
2001 SE 10th Street
Bentonville, AR 72712-6489
Attention: J. Chris Callaway
Facsimile: 501-273-8380
Telephone: 501-273-8882

With a copy to:

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex
2001 SE 10th Street
Bentonville, AR 72712-6489
Attention: Adele Lucas, Esq.
Facsimile: 501-277-5991
Telephone: 501-204-0028

With a copy to:

R. G. (Shelley) Krovitz, Esq.
The Krovitz Law Firm, P.C.
5290 DTC Parkway, Suite 150
Englewood, CO 80111
Facsimile: 303-771-4551
Telephone: 303-771-4554

12. **Duration.** Except as otherwise provided herein, the term of this Agreement shall be for seventy-five (75) years from the date hereof. Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

13. **Amendment; Termination.** The Owners may modify or terminate this Agreement only by unanimous approval of the of the Owners, and then only by written instrument duly executed and acknowledged by all the Owners, and duly recorded in the office of the recorder of Arapahoe County, Colorado.

14. **Headings: Gender and Number.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof. The singular number includes the plural and the masculine gender includes the feminine and neuter

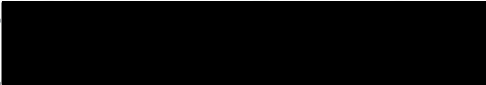
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:


ENGLEWOOD ENVIRONMENTAL FOUNDATION, INC.
a Colorado non-profit corporation

By: 
Secretary
(SEAL)

By: 
President

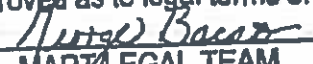
ATTEST:

WAL-MART REAL ESTATE BUSINESS TRUST
a Delaware Corporation

By: 
Assistant Secretary

(SEAL)

By: 
Assistant Vice President

Approved as to legal terms only
By: 
WAL-MART LEGAL TEAM
Date: 11-23-99


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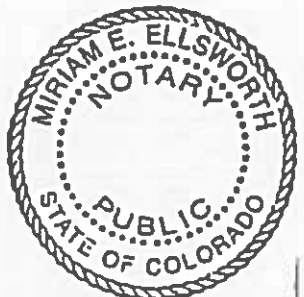
STATE OF COLORADO)
) ss.
COUNTY OF ~~ARAPAHOE~~ DENVER)

The foregoing instrument was acknowledged before me this 24th day of November, 1999,
by Rick Kahn, as President and R. Simpson, as Secretary of
the Englewood Environmental Foundation, Inc., a Colorado nonprofit corporation.

WITNESS my official hand and seal.

My commission expires: 3/17/2002


Notary Public



My Commission Expires _____

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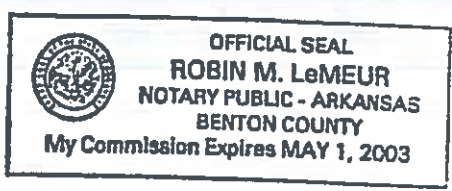
STATE OF Arkansas)
) ss.
COUNTY OF Benton)

The foregoing instrument was acknowledged before me this 23rd day of November, 1999,
by Robert M. Bedard, as Assistant Vice President and KAREN L. Roberts,
as Assistant Secretary of Wal-Mart Real Estate Business Trust, a Delaware Business Trust.

WITNESS my official hand and seal.

My commission expires: 5-1-2003





Notary Public

Exhibit A-1
(The Fee Simple Property)

The Englewood City Center Filing No.1, City of Englewood, County of Arapahoe
State of Colorado

except,

Lot 1, Block 9, Englewood City Center Filing No. 1, City of Englewood, County of Arapahoe,
State of Colorado

and except,

PARCEL A: That part of the NE 1/4 SE 1/4 Section 33, Township 4 South, Range 68 West of the 6th P.M., more particularly described as follows: Beginning at the Northeast corner of NE 1/4 SE 1/4 of said Section 33, thence South along the East line of NE 1/4 SE 1/4, 1318.35 feet, thence West at right angles, 634.35 feet, more or less, to the Easterly line of the Santa Fe Railway right of way; thence Northeast along said right of way 624.96 feet, thence East 420.33 feet, thence North and parallel to East line of said SE 1/4, 725.03 feet to the North line of said SE 1/4, thence East along said line to place of beginning, EXCEPT the East 163 feet of the South 593.32 feet thereof, heretofore platted as Franzmann-Folkerts Subdivision Amended Plat, and except the North 30 feet of the East 18 feet heretofore deeded to the City of Englewood.

PARCEL B: The North 30 feet of Lot 10, Block 2, Franzmann-Folkerts Subdivision Amended Plat, according to the recorded Plat thereof.

PARCEL C: Lot 2, Block 2, except the North 22 feet of said Lot, Franzmann-Folkerts Subdivision Amended Plat, according to the recorded Plat thereof.

County of Arapahoe, State of Colorado.

Exhibit A-2
(The Leasehold Property)

PARCEL A: That part of the NE 1/4 SE 1/4 Section 33, Township 4 South, Range 68 West of the 6th P.M., more particularly described as follows: Beginning at the Northeast corner of NE 1/4 SE 1/4 of said Section 33, thence South along the East line of NE 1/4 SE 1/4, 1318.35 feet, thence West at right angles, 634.35 feet, more or less, to the Easterly line of the Santa Fe Railway right of way; thence Northeast along said right of way 624.96 feet, thence East 420.33 feet, thence North and parallel to East line of said SE 1/4, 725.03 feet to the North line of said SE 1/4, thence East along said line to place of beginning, EXCEPT the East 163 feet of the South 593.32 feet thereof, heretofore platted as Franzmann-Folkerts Subdivision Amended Plat, and except the North 30 feet of the East 18 feet heretofore deeded to the City of Englewood.

PARCEL B: The North 30 feet of Lot 10, Block 2, Franzmann-Folkerts Subdivision Amended Plat, according to the recorded Plat thereof.

PARCEL C: Lot 2, Block 2, except the North 22 feet of said Lot, Franzmann-Folkerts Subdivision Amended Plat, according to the recorded Plat thereof.

County of Arapahoe, State of Colorado.

19.21

Exhibit B
(The Wal-Mart Parcel)

**Lot 1, Block 9, Englewood City Center Filing No. 1, City of Englewood, County of Arapahoe,
State of Colorado**

Englewood Environmental Foundation, Inc
Income Statement
 January through December 2017

04/03/18

	Jan - Dec 17	Jan - Dec 16
Ordinary Income/Expense		
Income		
0061111 · CAM Charges	1,431,472.74	1,396,367.56
0068211 · Rental Income-City of Englewood	182,682.17	209,678.60
0068212 · Rental Income-3435 S Inca Ste C	59,585.28	15,544.01
Total Income	1,673,740.19	1,621,590.17
Expense		
4801 · Administration		
4801111 · Personnel		
0111111 · Salaries-01	45,639.71	64,051.80
Total 4801111 · Personnel	45,639.71	64,051.80
4801222 · Commodities		
0121111 · General office supplies-01	89.89	241.22
0121211 · Inside printing-01	132.50	0.00
0122791 · Other miscellaneous supplies-01	900.00	0.00
Total 4801222 · Commodities	1,122.39	241.22
4801333 · Contractual		
0131111 · Audit Fee	2,300.00	2,000.00
0131211 · Legal services-01	3,919.00	17,918.50
0131611 · Architectural services-01	0.00	6,351.92
0131711 · Bank service fee-01	30.00	40.00
0131991 · Other professional services-01	861.66	435.00
0132312 · Fee license and permits-01	0.00	860.00
0133211 · Telephone-01	1,081.64	1,511.68
0135211 · Repair & maint to buildings-01	2,706.02	0.00
0135492 · CAM Charges	52,376.01	44,775.79
0137611 · Insurance-01	24,546.54	26,515.28
0137991 · Other expenses-01	295.00	0.00
0137993 · Admin Credit - CAM	(90,471.75)	(91,351.15)
Total 4801333 · Contractual	(2,355.88)	9,057.02
4801444 · Capital		
0144812 · Debt service-Interest-01	182,682.17	209,678.60
0148111 · Depreciation expense-01	654,091.42	654,091.42
Total 4801444 · Capital	836,773.59	863,770.02
Total 4801 · Administration	881,179.81	937,120.06
4850 · Common Area Maintenance (CAM)		
5010001 · Security	172,888.44	175,869.77
5010002 · Electricity	48,211.16	44,312.33
5010003 · Snow Removal-50	152,585.00	231,313.50
5010004 · Asphalt-50	163,303.25	68,556.75
5010005 · Landscape contract-50	67,900.00	68,745.00
5010006 · Insurance on Common Area-50	75,417.34	75,813.68
5010007 · Water Irrigation-50	21,909.45	19,459.40
5010008 · Litter-50	109,742.70	115,532.63
5010009 · Administration Fee-50	93,647.75	91,351.15
5010010 · Sweeping-50	68,699.18	65,321.38
5010011 · Electrical Maintenance-50	76,484.57	53,093.56
5010013 · Power washing-50	74,000.00	104,975.00
5010014 · Seasonal decorations-50	63,818.92	58,689.40
5010015 · Landscape T & M-50	132,543.08	119,504.64
5010016 · Fountains-50	37,168.13	25,854.79
5010018 · Elevator	28,369.33	2,839.24
5010019 · Traffic/Parking	936.00	9,740.10
5010020 · Storage - Lipan	15,976.94	15,325.00
5010021 · Boiler	3,265.95	28,384.43
5010022 · Miscellaneous	24,605.55	21,685.81

Englewood Environmental Foundation, Inc
Income Statement
 January through December 2017

04/03/18

	<u>Jan - Dec 17</u>	<u>Jan - Dec 16</u>
Total 4850 · Common Area Maintenance (CAM)	1,431,472.74	1,396,367.56
Total Expense	2,312,652.55	2,333,487.62
Net Ordinary Income	(638,912.36)	(711,897.45)
Other Income/Expense		
Other Income		
0068111 · Interest Income		
0068121 · Interest income on investments	3,356.78	2,706.52
Total 0068111 · Interest Income	3,356.78	2,706.52
0068333 · Other income		
0068399 · Miscellaneous revenue	11,861.75	21,178.05
Total 0068333 · Other income	11,861.75	21,178.05
Total Other Income	15,218.53	23,884.57
Net Other Income	15,218.53	23,884.57
Net Income	(623,693.83)	(688,012.88)

Englewood Environmental Foundation, Inc
 Transaction Detail by Account
 January through December 2017

3:41 PM
 10/09/18
 Accrual Basis

Date	Num	Name	Memo	Amount
Ordinary Income/Expense				
Expense				
4801 · Administration				
4801111 · Personnel				
01111111 · Salaries-01				
01/31/2017		City of Englewood	Salaries	6,385.32
02/28/2017		City of Englewood	Salaries	6,309.88
03/31/2017		City of Englewood	Salaries	6,184.33
04/30/2017		City of Englewood	Salaries	6,184.35
05/31/2017		City of Englewood	Salaries	6,565.65
07/31/2017		City of Englewood	Salaries	9,848.71
08/31/2017		City of Englewood	Salaries	5,051.09
10/31/2017		City of Englewood	Salaries	3,272.15
10/31/2017		City of Englewood	Correct Henderson 2017 salary to COE	-16,929.59
10/31/2017		City of Englewood	Salaries	5,050.97
11/30/2017		City of Englewood	Salaries	2,974.04
12/31/2017		City of Englewood	Salaries	4,742.81
		Total 01111111 · Salaries-01		45,639.71
		Total 4801111 · Personnel		45,639.71
4801222 · Commodities				
0121111 · General office supplies-01				
01/31/2017		City of Englewood	bank deposit tickets	89.89
		Total 0121111 · General office supplies-01		89.89
0121211 · Inside printing-01				
02/28/2017		City of Englewood	Printing-forms	132.50
		Total 0121211 · Inside printing-01		132.50
0122791 · Other miscellaneous supplies-01				
06/15/2017	5157	S&R Environmental Consulting Inc	chlorine testing for David Taylor, MaxFour ...	900.00
		Total 0122791 · Other miscellaneous supplies-01		900.00
		Total 4801222 · Commodities		1,122.39
4801333 · Contractual				
0131111 · Audit Fee				
08/31/2017		City of Englewood	2016 audit fees	2,300.00
		Total 0131111 · Audit Fee		2,300.00
0131211 · Legal services-01				
03/27/2017	5109	Spencer Fane LLP	PBB and credit union leases	2,067.50
04/12/2017	5123	Spencer Fane LLP	Credit union lease	1,382.50
05/05/2017	5136	Spencer Fane LLP	Alexan estoppel	158.00
07/28/2017	5179	Spencer Fane LLP	Alexan estoppel	237.00

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11/22/2017	5246	Spencer Fane LLP	annual report	64.00
12/31/2017		Spencer Fane LLP	State filing fee	10.00
Total 0131211 - Legal services-01				3,919.00
0131711 - Bank service fee-01				
01/05/2017			Service Charge	10.00
04/26/2017			Service Charge	10.00
10/27/2017			Service Charge	10.00
Total 0131711 - Bank service fee-01				30.00
0131991 - Other professional services-01				
08/31/2017		City of Englewood	vehicle repairs	535.68
10/31/2017		City of Englewood	vehicle repairs	325.98
10/31/2017		City of Englewood	vehicle repairs	0.00
11/30/2017		City of Englewood	vehicle repairs	0.00
Total 0131991 - Other professional services-01				861.66
0133211 - Telephone-01				
02/09/2017	5087	CenturyLink	4640	0.00
02/09/2017	5087	CenturyLink	3857	0.00
02/09/2017	5087	CenturyLink	0849	34.04
02/23/2017	5098	CenturyLink	4640	0.00
02/23/2017	5098	CenturyLink	3857	57.05
02/23/2017	5098	CenturyLink	0849	0.00
03/10/2017	5104	CenturyLink	4640	0.00
03/10/2017	5104	CenturyLink	3857	57.15
03/10/2017	5104	CenturyLink	0849	0.00
03/27/2017	5115	CenturyLink	4640	0.00
03/27/2017	5115	CenturyLink	3857	57.15
03/27/2017	5115	CenturyLink	0849	34.08
04/12/2017	5122	CenturyLink	4640	0.00
04/12/2017	5122	CenturyLink	3857	0.00
04/12/2017	5122	CenturyLink	0849	34.08
04/26/2017	5129	CenturyLink	4640	0.00
04/26/2017	5129	CenturyLink	3857	57.22
04/26/2017	5129	CenturyLink	0849	0.00
05/16/2017	5141	CenturyLink	4640	0.00
05/16/2017	5141	CenturyLink	3857	0.00
05/16/2017	5141	CenturyLink	0849	34.16
06/05/2017	5150	CenturyLink	4640	0.00
06/05/2017	5150	CenturyLink	3857	57.59
06/05/2017	5150	CenturyLink	0849	0.00
06/15/2017	5163	CenturyLink	4640	0.00
06/15/2017	5163	CenturyLink	3857	0.00
06/15/2017	5163	CenturyLink	0849	34.35
07/11/2017	5172	CenturyLink	4640	0.00
07/11/2017	5172	CenturyLink	3857	57.59

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07/11/2017	5172	CenturyLink	0849	34.35
07/28/2017	5182	CenturyLink	4640	0.00
07/28/2017	5182	CenturyLink	3857	115.44
07/28/2017	5186	CenturyLink	0849	0.00
08/04/2017	5186	CenturyLink	4640	0.00
08/04/2017	5186	CenturyLink	3857	0.00
10/16/2017	5224	CenturyLink	0849	69.44
10/16/2017	5224	CenturyLink	4640	0.00
10/16/2017	5224	CenturyLink	3857	0.00
10/26/2017	5231	CenturyLink	0849	59.25
10/26/2017	5231	CenturyLink	4640	37.97
10/26/2017	5231	CenturyLink	3857	0.00
11/09/2017	5243	CenturyLink	0849	58.89
11/09/2017	5243	CenturyLink	4640	0.00
11/09/2017	5243	CenturyLink	3857	0.00
12/19/2017	5257	CenturyLink	0849	36.91
12/19/2017	5257	CenturyLink	4640	0.00
12/19/2017	5257	CenturyLink	3857	58.67
12/31/2017		CenturyLink	0849	37.34
12/31/2017		CenturyLink	3857	58.92
Total 0133211 - Telephone-01				1,081.64
0135211 - Repair & maint to buildings-01				
02/09/2017	5091	SCG Enterprises LLC	EEF property repair to be charged to tenna...	1,766.28
02/23/2017	5101	SCG Enterprises LLC	EEF property repair to be charged to tenna...	939.74
Total 0135211 - Repair & maint to buildings-01				2,706.02
0135492 - CAM Charges				
01/02/2017		WRI-GDC Englewood		3,432.50
01/24/2017	5080	WRI-GDC Englewood	Feb-2017 CAM	3,432.50
02/09/2017	5089	WRI-GDC Englewood	Mar-2017 CAM	3,432.50
03/27/2017	5117	WRI-GDC Englewood	Apr-2017 CAM	3,593.35
03/27/2017	5117	WRI-GDC Englewood	taxes	160.85
04/26/2017	5131	WRI-GDC Englewood	May-2017 CAM	3,432.50
05/16/2017	5146	WRI-GDC Englewood	Insurance pass-through invoice 246473	383.88
05/16/2017	5146	WRI-GDC Englewood	Insurance pass-through invoice 246473	3,432.50
06/15/2017	5162	WRI-GDC Englewood	Jun-2017	8,237.86
06/15/2017	5162	WRI-GDC Englewood	Insurance pass-through invoice 246473	3,432.50
08/04/2017	5189	WRI-GDC Englewood	Jul-2017	5,675.07
08/31/2017	5200	WRI-GDC Englewood	Aug-2017	3,432.50
09/22/2017	5212	WRI-GDC Englewood	Sep-2017	3,432.50
10/26/2017	5233	WRI-GDC Englewood	Oct-2017	3,432.50
11/22/2017	5245	WRI-GDC Englewood	Nov-2017	3,432.50
11/22/2017	5245	WRI-GDC Englewood	Dec-2017	3,432.50
Total 0135492 - CAM Charges				52,376.01
0137611 - Insurance-01				
09/06/2017	5201	Philadelphia Insurance Companies	claim PHRA17031057499	9,165.78

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10/26/2017	5234	Philadelphia Insurance Companies	Commercial package 2017	9,423.34
10/26/2017	5234	Philadelphia Insurance Companies	Commercial umbrella 2017	2,625.66
10/26/2017	5234	Philadelphia Insurance Companies	Directors and Officers 2017	879.16
10/26/2017	5235	Insur Group	Excess general liability premium 2017	995.84
10/26/2017	5236	IPFS Corporation	Excess OD COD-255461 2017	1,237.06
12/19/2017			Adjust Prepaid Ins	219.70
Total 0137611 - Insurance-01				24,546.54
0137991 - Other expenses-01				
02/17/2017	5096	Alison Jones	reimburse towing charge	275.00
02/28/2017		City of Englewood	Mailing costs	20.00
Total 0137991 - Other expenses-01				295.00
0137993 - Admin Credit - CAM				
09/30/2017			Jan-Sep 2017 CAM Admin Fee	-57,752.93
12/19/2017			2017 CAM Admin Fee	-26,918.81
12/31/2017			2017 CAM Admin Fee-final	-5,800.01
Total 0137993 - Admin Credit - CAM				-90,471.75
Total 4801333 - Contractual				-2,355.88
4801444 - Capital				
0144812 - Debt service-interest-01				
05/12/2017		UMB Bank	Debt Service 5/15/17	99,088.80
11/13/2017		UMB Bank	Debt Service Dec-17	85,807.00
12/31/2017		UMB Bank	Interest payable adjustment	-2,213.63
Total 0144812 - Debt service-interest-01				182,682.17
0148111 - Depreciation expense-01				
12/31/2017			Depreciation - 2017	654,091.42
Total 0148111 - Depreciation expense-01				654,091.42
Total 4801444 - Capital				836,773.59
Total 4801 - Administration				881,179.81
4850 - Common Area Maintenance (CAM)				
5010001 - Security				
01/24/2017		Twin City Security Inc	01/02-01/08/2017	3,282.72
01/24/2017		Twin City Security Inc	01/09-01/15/2017	3,282.72
02/09/2017	5088	Twin City Security Inc	01/16-01/22/17	3,282.72
02/09/2017	5088	Twin City Security Inc	01/23-01/29/17	3,282.72
02/23/2017	5102	Twin City Security Inc	01/30-02/05/17	3,282.72
02/23/2017	5102	Twin City Security Inc	02/06-02/12/17	3,282.72
03/10/2017	5107	Twin City Security Inc	02/13-02/19/17	3,282.72
03/10/2017	5107	Twin City Security Inc	02/20-02/26/17	3,282.72

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03/27/2017	5116	Twin City Security Inc	02/27-03/05/17	3,282.72
03/27/2017	5116	Twin City Security Inc	03/06-03/12/17	3,282.72
03/27/2017	5116	Twin City Security Inc	03/13-03/19/17	3,282.72
04/12/2017	5124	Twin City Security Inc	03/20-03/26/17	3,282.72
04/12/2017	5124	Twin City Security Inc	03/27-04/02/17	3,282.72
04/26/2017	5130	Twin City Security Inc	04/03-04/09/17	3,282.72
04/26/2017	5130	Twin City Security Inc	04/10-04/16/17	3,517.20
05/05/2017	5137	Twin City Security Inc	04/17-04/23/17	3,282.72
05/16/2017	5148	Twin City Security Inc	04/24-04/30/17	3,282.72
05/16/2017	5148	Twin City Security Inc	05/01-05/07/17	3,282.72
06/05/2017	5154	Twin City Security Inc	05/08-05/14/17	3,282.72
06/05/2017	5154	Twin City Security Inc	05/15-05/21/17	3,356.00
06/15/2017	5164	Twin City Security Inc	05/22-05/28/17	3,351.11
07/11/2017	5173	Twin City Security Inc	05/29-06/04/17	3,448.81
07/11/2017	5173	Twin City Security Inc	06/05-06/11/17	3,282.72
07/11/2017	5173	Twin City Security Inc	06/12-06/18/17	3,282.72
07/11/2017	5173	Twin City Security Inc	06/19-06/25/17	3,282.72
07/11/2017	5173	Twin City Security Inc	06/26-07/02/17	3,282.72
07/28/2017	5180	MR Solutions Inc	Alarm Monitoring Service Jul-16	360.00
07/28/2017	5184	Twin City Security Inc	07/03-07/09/17	3,517.20
07/28/2017	5184	Twin City Security Inc	07/10-07/16/17	3,282.72
08/04/2017	5187	Twin City Security Inc	07/17-07/23/17	3,282.72
08/04/2017	5187	Twin City Security Inc	07/24-07/30/17	3,282.72
08/15/2017	5196	Twin City Security Inc	07/31-08/06/17	3,282.72
09/06/2017	5204	Twin City Security Inc	08/14-08/20/17	3,282.72
09/06/2017	5204	Twin City Security Inc	08/07-08/13/17	3,282.72
09/22/2017	5211	Twin City Security Inc	08/21-08/27/17	3,282.72
09/22/2017	5211	Twin City Security Inc	08/28-09/03/17	3,448.81
10/16/2017	5213	Twin City Security Inc	09/04-09/10/17	3,351.11
10/16/2017	5213	Twin City Security Inc	09/11-09/17/17	3,282.72
10/26/2017	5232	Twin City Security Inc	09/18-09/24/17	3,282.72
10/26/2017	5232	Twin City Security Inc	09/25-10/01/17	3,297.38
11/09/2017	5244	Twin City Security Inc	10/02-10/08/17	3,282.72
11/09/2017	5244	Twin City Security Inc	10/09-10/15/17	3,282.72
11/22/2017	5247	Twin City Security Inc	10/23-10/29/17	3,282.72
11/22/2017	5247	Twin City Security Inc	10/16-10/22/17	3,282.72
12/19/2017	5253	Twin City Security Inc	10/30-11/05/17	3,312.03
12/19/2017	5253	Twin City Security Inc	11/06-11/12/17	3,282.72
12/19/2017	5253	Twin City Security Inc	12/04-12/10/17	3,282.72
12/19/2017	5253	Twin City Security Inc	11/27-12/03/17	3,282.72
12/31/2017	5253	Twin City Security Inc	11/20-11/26/17	3,517.20
12/31/2017	5253	Twin City Security Inc	11/13-11/19/17	3,282.72
12/31/2017	5253	Twin City Security Inc	12/11-12/17/17	3,282.72
12/31/2017	5253	Twin City Security Inc	12/18-12/24/17	3,351.11
12/31/2017	5253	Twin City Security Inc	12/25-12/31/17	3,751.68
Total 5010001 - Security				172,888.44
5010002 - Electricity				

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02/09/2017	5090	Xcel Energy	Monthly Group Billing	5,518.35
03/10/2017	5108	Xcel Energy	Monthly Group Billing	4,979.57
04/12/2017	5125	Xcel Energy	Monthly Group Billing	2,798.86
05/05/2017	5139	Xcel Energy	Monthly Group Billing	4,321.30
06/05/2017	5155	Xcel Energy	Monthly Group Billing	3,410.06
07/11/2017	5171	Xcel Energy	Monthly Group Billing	3,884.07
08/04/2017	5185	Xcel Energy	Monthly Group Billing	3,759.51
08/15/2017	5198	Xcel Energy	Street lights	0.00
08/15/2017		Xcel Energy	For CHK 5198 voided on 08/15/2017	157.61
08/15/2017	R	Xcel Energy	Reverse of GJE -- For CHK 5198 voided o...	-157.61
08/15/2017	5199	Xcel Energy	streetlights and sprinkler controls	363.06
09/06/2017	5203	Xcel Energy	group billing	3,814.24
09/22/2017	5210	Xcel Energy	street lights	161.18
09/22/2017	5210	Xcel Energy	sprinkler controls	114.03
10/16/2017	5220	Xcel Energy	group billing	3,816.82
11/09/2017	5242	Xcel Energy	group billing	3,592.73
12/19/2017	5258	Xcel Energy	group billing	3,426.27
12/27/2017		Xcel Energy	Electric Bill	4,251.11
Total 5010002 · Electricity				48,211.16
5010003 · Snow Removal-50				
02/09/2017	5083	Angle's Specialty Services Snow	Jan-17 snow removal	67,555.00
03/27/2017	5114	Angle's Specialty Services Snow	Feb-17 snow removal	21,025.00
05/05/2017	5132	Angle's Specialty Services Snow	Apr-17 snow removal	13,300.00
06/05/2017	5152	Angle's Specialty Services Snow	May-17 snow removal	2,450.00
11/09/2017	5239	Angle's Specialty Services Snow	10/09/17 snow removal	5,430.00
12/19/2017	5256	Angle's Specialty Services Inc.	Nov-17 ice melt	2,475.00
12/31/2017		Angle's Specialty Services Inc.	Dec-17 snow removal	40,350.00
Total 5010003 · Snow Removal-50				152,585.00
5010004 · Asphalt-50				
03/27/2017	5113	Kirk D. Jones	median repair	629.25
05/05/2017	5134	Martin & Martin	parking garage repairs	7,700.00
05/16/2017	5144	Kirk D. Jones	miscellaneous repairs	150.00
06/05/2017	5149	Martin & Martin	parking garage repairs	5,500.00
06/05/2017	5151	Kirk D. Jones	miscellaneous repairs	233.20
06/05/2017	5156	Technology Constructors Inc.	Parking Garage repairs	12,500.00
06/15/2017	5160	Scott Ford	patch and repair masonry	2,500.00
07/11/2017	5169	Martin & Martin	parking garage repairs	8,800.00
07/28/2017	5177	Kirk D. Jones	cement patching	774.00
07/28/2017	5178	Scott Ford	patch and repair masonry	3,650.00
08/15/2017	5192	Martin & Martin	parking garage repairs	3,000.00
08/15/2017	5195	Kirk D. Jones	paint sidewalk squares	4,608.17
09/22/2017	5207	Angle's Specialty Services Inc.	parking block repairs	1,450.00
09/22/2017	5208	Kirk D. Jones	concrete patching	1,071.25
10/26/2017	5227	Custom Concrete	Sidewalk and other concrete repairs	40,904.38
12/19/2017	5252	Brown Brothers Waterproofing	Parking garage repairs	23,927.00

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12/28/2017		Brown Brothers Waterproofing	Parking garage repairs change order 2	43,811.00
12/31/2017	17.02...	Martin & Martin	Garage repairs	2,095.00
Total 5010004 - Asphalt-50				163,303.25
5010005 - Landscape contract-50				
02/23/2017	5097	Angle's Specialty Services Inc.	01/01-02/14/17	2,737.50
04/12/2017	5118	Angle's Specialty Services Inc.	02/15-03/14/17	1,825.00
04/26/2017	5127	Angle's Specialty Services Inc.	03/15-04/14/17	7,575.00
05/16/2017	5143	Angle's Specialty Services Inc.	04/15-05/14/17	7,575.00
06/15/2017	5159	Angle's Specialty Services Inc.	05/15-06/14/17	7,575.00
07/28/2017	5181	Angle's Specialty Services Inc.	06/15-07/14/17	7,575.00
08/15/2017	5190	Angle's Specialty Services Inc.	07/15-08/14/17	7,575.00
09/22/2017	5207	Angle's Specialty Services Inc.	08/15-09/14/17	7,575.00
10/26/2017	5228	Angle's Specialty Services Inc.	08/15-09/14/17	7,575.00
11/22/2017	5251	Angle's Specialty Services Inc.	10/15-11/14/17	7,575.00
12/19/2017	5256	Angle's Specialty Services Inc.	11/15-12/14/17	1,825.00
12/31/2017		Angle's Specialty Services Inc.	12/15-12/31/17	912.50
Total 5010005 - Landscape contract-50				67,900.00
5010006 - Insurance on Common Area-50				
12/19/2017			Adjust Prepaid Ins	75,417.34
Total 5010006 - Insurance on Common Area-50				75,417.34
5010007 - Water Irrigation-50				
02/23/2017	5103	City of Englewood-Utilities	1001 Englewood Pkwy	87.26
02/23/2017	5103	City of Englewood-Utilities	1101 Englewood Pkwy	162.98
02/23/2017	5103	City of Englewood-Utilities	3451 S Galapago	264.94
02/23/2017	5103	City of Englewood-Utilities	3415 S Galapago	452.47
02/23/2017	5103	City of Englewood-Utilities	549 W Hampden	72.22
05/16/2017	5147	City of Englewood-Utilities	1002 Englewood Pkwy	1,150.89
05/16/2017	5147	City of Englewood-Utilities	1001 Englewood Pkwy	87.26
05/16/2017	5147	City of Englewood-Utilities	1101 Englewood Pkwy	162.98
05/16/2017	5147	City of Englewood-Utilities	3451 S Galapago	189.27
05/16/2017	5147	City of Englewood-Utilities	3415 S Galapago	320.87
05/16/2017	5147	City of Englewood-Utilities	549 W Hampden	82.09
08/15/2017	5197	City of Englewood-Utilities	1002 Englewood Pkwy	808.73
08/15/2017	5197	City of Englewood-Utilities	1001 Englewood Pkwy	1,763.38
08/15/2017	5197	City of Englewood-Utilities	1101 Englewood Pkwy	162.98
08/15/2017	5197	City of Englewood-Utilities	3451 S Galapago	745.28
08/15/2017	5197	City of Englewood-Utilities	3415 S Galapago	1,307.87
08/15/2017	5197	City of Englewood-Utilities	549 W Hampden	417.67
08/15/2017	5197	City of Englewood-Utilities	1002 Englewood Pkwy	3,141.59
11/22/2017	5250	City of Englewood-Utilities	1001 Englewood Pkwy	1,942.90
11/22/2017	5250	City of Englewood-Utilities	1101 Englewood Pkwy	162.98
11/22/2017	5250	City of Englewood-Utilities	3451 S Galapago	1,353.34
11/22/2017	5250	City of Englewood-Utilities	3415 S Galapago	1,804.18
11/22/2017	5250	City of Englewood-Utilities	549 W Hampden	753.25

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11/22/2017	5250	City of Englewood-Utilities	1002 Englewood Pkwy	4,512.07
Total 5010007 - Water Irrigation-50				
5010008 - Litter-50				
02/09/2017	5084	Liberty Waste Management, Inc.	monthly portalet service	1,703.70
02/23/2017	5097	Angle's Specialty Services Inc.	01/01-02/14/17	11,520.00
02/23/2017	5100	Liberty Waste Management, Inc.	monthly portalet service	851.85
03/27/2017	5111	Waste Management of Denver	Feb, Mar 2017	1,582.34
04/12/2017	5118	Angle's Specialty Services Inc.	02/15-03/14/17	7,680.00
04/12/2017	5119	Waste Management of Denver	Apr 2017	799.27
04/12/2017	5120	Liberty Waste Management, Inc.	monthly portalet service	851.85
04/26/2017	5127	Angle's Specialty Services Inc.	03/15-04/14/17	7,680.00
04/26/2017	5128	Liberty Waste Management, Inc.	monthly portalet service-swap portalets	50.00
05/05/2017	5138	Waste Management of Denver	May 2017	867.11
05/16/2017	5143	Angle's Specialty Services Inc.	04/15-05/14/17	7,680.00
06/05/2017	5153	Waste Management of Denver	Jun-2017	780.19
06/15/2017	5159	Angle's Specialty Services Inc.	05/15-06/14/17	7,680.00
07/11/2017	5167	Waste Management of Denver	Jul-2017	776.97
07/11/2017	5168	Liberty Waste Management, Inc.	monthly portalet service	550.00
07/28/2017	5174	Liberty Waste Management, Inc.	monthly portalet service-April	550.00
07/28/2017	5174	Liberty Waste Management, Inc.	monthly portalet service-June	550.00
07/28/2017	5174	Liberty Waste Management, Inc.	monthly portalet service-July	550.00
07/28/2017	5175	Waste Management of Denver	Aug-2017	776.97
07/28/2017	5181	Angle's Specialty Services Inc.	06/15-07/14/17	7,680.00
08/15/2017	5190	Angle's Specialty Services Inc.	07/15-08/14/17	7,680.00
08/15/2017	5193	Liberty Waste Management, Inc.	monthly portalet service-Aug	550.00
09/06/2017	5206	Waste Management of Denver	Sep-2017	783.03
09/22/2017	5207	Angle's Specialty Services Inc.	08/15-09/14/17	7,680.00
09/22/2017	5209	Liberty Waste Management, Inc.	monthly portalet service-Sep	550.00
10/16/2017	5221	Liberty Waste Management, Inc.	monthly portalet service-Oct	550.00
10/16/2017	5223	Waste Management of Denver	Oct-2017	791.79
10/26/2017	5228	Angle's Specialty Services Inc.	08/15-09/14/17	7,680.00
10/26/2017	5229	Liberty Waste Management, Inc.	monthly portalet service	550.00
11/09/2017	5240	Waste Management of Denver	Nov-17	863.93
11/09/2017	5241	Liberty Waste Management, Inc.	monthly portalet service	567.90
11/22/2017	5248	Liberty Waste Management, Inc.	monthly portalet service	567.90
11/22/2017	5251	Angle's Specialty Services Inc.	10/15-11/14/17	7,680.00
12/19/2017	5256	Angle's Specialty Services Inc.	11/15-12/14/17	7,680.00
12/31/2017		Liberty Waste Management, Inc.	port o lets	567.90
12/31/2017		Angle's Specialty Services Inc.	12/15-12/31/17	3,840.00
Total 5010008 - Litter-50				
5010009 - Administration Fee-50				
09/30/2017			Jan-Sep 2017 CAM Admin Fee	57,752.93
12/19/2017			2017 CAM Admin Fee	26,918.81
12/31/2017		Spencer Fane LLP	Weingarten issues	2,449.00
12/31/2017		Spencer Fane LLP	management transition	727.00
Total 5010009 - Administration Fee-50				
				109,742.70

Englewood Environmental Foundation, Inc Transaction Detail by Account January through December 2017

Date	Num	Name	Memo	Amount
12/31/2017			2017 CAM Admin Fee-final	5,800.01
	Total 5010009 - Administration Fee-50			93,647.75
	5010010 - Sweeping-50			
02/23/2017	5097	Angle's Specialty Services Inc.	01/01-02/14/17	6,975.00
04/12/2017	5118	Angle's Specialty Services Inc.	02/15-03/14/17	4,650.00
04/26/2017	5127	Angle's Specialty Services Inc.	03/15-04/14/17	4,650.00
05/16/2017	5143	Angle's Specialty Services Inc.	04/15-05/14/17	4,650.00
06/15/2017	5159	Angle's Specialty Services Inc.	05/15-06/14/17	4,650.00
07/28/2017	5181	Angle's Specialty Services Inc.	06/15-07/14/17	4,650.00
08/15/2017	5190	Angle's Specialty Services Inc.	07/15-08/14/17	4,650.00
09/22/2017	5207	Angle's Specialty Services Inc.	08/15-09/14/17	4,650.00
10/26/2017	5228	Angle's Specialty Services Inc.	08/15-09/14/17	4,650.00
11/22/2017	5251	Angle's Specialty Services Inc.	10/15-11/14/17	4,650.00
12/19/2017	5256	Angle's Specialty Services Inc.	11/15-12/14/17	4,650.00
12/31/2017		Angle's Specialty Services Inc.	12/15-12/31/17	2,325.00
12/31/2017		City of Englewood	street sweeping-2017	12,899.18
	Total 5010010 - Sweeping-50			68,699.18
	5010011 - Electrical Maintenance-50			
01/31/2017		RK Mechanical Inc	light pole repair	1,508.81
03/10/2017	5106	RK Mechanical Inc	lighting repairs	6,131.57
03/27/2017	5110	RK Mechanical Inc	lighting repairs	1,436.25
04/12/2017	5121	RK Mechanical Inc	lighting repairs	14,508.09
05/05/2017	5135	RK Mechanical Inc	lighting repairs	2,384.33
05/16/2017	5145	RK Mechanical Inc	lighting repairs	5,120.00
08/15/2017	5194	RK Mechanical Inc	lighting repairs	3,309.50
10/26/2017	5230	RK Mechanical Inc	lighting repairs	209.00
11/22/2017	5249	RK Mechanical Inc	LED pole heads replacement 9, 25 foot an...	24,246.00
12/19/2017	5254	RK Mechanical Inc	Lighting repairs	248.75
12/19/2017	5254	RK Mechanical Inc	lighting materials and installation	7,661.31
12/31/2017	5254	RK Mechanical Inc	lighting materials and installation	2,924.37
12/31/2017		RK Mechanical Inc	lighting repair	4,397.75
12/31/2017		RK Mechanical Inc	planned maintenance	265.00
12/31/2017		RK Mechanical Inc	Invoice SVC-102138, SVC101425	2,133.84
	Total 5010011 - Electrical Maintenance-50			76,484.57
	5010013 - Power washing-50			
04/12/2017	5118	Angle's Specialty Services Inc.	Invoice 264	1,900.00
04/26/2017	5127	Angle's Specialty Services Inc.	sidewalk wash and graffiti removal	22,900.00
05/16/2017	5143	Angle's Specialty Services Inc.	sidewalk wash and graffiti removal	20,100.00
06/15/2017	5159	Angle's Specialty Services Inc.	sidewalk wash and graffiti removal	600.00
08/15/2017	5190	Angle's Specialty Services Inc.	2nd of year	28,000.00
10/26/2017	5228	Angle's Specialty Services Inc.	parking block repairs	500.00
	Total 5010013 - Power washing-50			74,000.00

Englewood Environmental Foundation, Inc
Transaction Detail by Account
January through December 2017

Date	Num	Name	Memo	Amount
5010014 - Seasonal decorations-50				
01/02/2017		Angle's Specialty Services Inc.	take down decorations	18,098.60
01/24/2017	5079	Kirk D. Jones	tree take down	3,714.97
03/10/2017	5105	Kirk D. Jones	miscellaneous repairs	259.25
11/22/2017	5251	Angle's Specialty Services Inc.	holiday lighting set-up	33,632.60
12/19/2017	5255	Kirk D. Jones	re-sining tree lights	8,113.50
Total 5010014 - Seasonal decorations-50				
5010015 - Landscape T & M-50				
02/23/2017	5097	Angle's Specialty Services Inc.	01/01-02/14/17	1,742.47
04/12/2017	5118	Angle's Specialty Services Inc.	Pest control	270.00
04/12/2017	5118	Angle's Specialty Services Inc.	Trees/bushes	4,633.68
04/12/2017	5118	Angle's Specialty Services Inc.	sprinkler system	1,037.47
04/26/2017	5127	Angle's Specialty Services Inc.	Trees/bushes	28,723.54
05/16/2017	5143	Angle's Specialty Services Inc.	Trees/bushes	26,624.84
06/15/2017	5159	Angle's Specialty Services Inc.	Trees/bushes	26,679.89
07/28/2017	5181	Angle's Specialty Services Inc.	Trees/bushes	6,644.53
08/15/2017	5190	Angle's Specialty Services Inc.	Trees/bushes	7,868.75
09/22/2017	5207	Angle's Specialty Services Inc.	seeding, aerating and spraying	5,728.82
10/26/2017	5228	Angle's Specialty Services Inc.	aerating and pest control	5,082.82
11/22/2017	5251	Angle's Specialty Services Inc.	winterize plants, root feed trees and pest c...	12,556.27
12/19/2017	5256	Angle's Specialty Services Inc.	leaf and dormant grass clean up	4,575.00
12/31/2017			12/15-12/31/17	375.00
Total 5010015 - Landscape T & M-50				
5010016 - Fountains-50				
04/26/2017	5126	Kirk D. Jones	deck removal and fountain painting	3,302.66
05/16/2017	5144	Kirk D. Jones	deck removal and fountain painting	4,055.79
06/05/2017	5151	Kirk D. Jones	fountain maintenance	787.50
06/15/2017	5158	Kirk D. Jones	fountain maintenance	9,764.25
07/11/2017	5170	Kirk D. Jones	fountain maintenance	637.50
07/28/2017	5177	Kirk D. Jones	fountain maintenance	1,260.58
08/15/2017	5195	Kirk D. Jones	fountain maintenance	2,088.05
09/06/2017	5205	Kirk D. Jones	fountain maintenance-lighting	8,562.38
09/22/2017	5208	Kirk D. Jones	fountain maintenance	487.50
10/16/2017	5222	Kirk D. Jones	fountain maintenance	787.50
10/26/2017	5225	Kirk D. Jones	fountain maintenance	5,434.42
Total 5010016 - Fountains-50				
5010018 - Elevator				
02/09/2017	5085	KONE Inc.	RTD Elevator maintenance and repairs	804.10
02/23/2017	5099	KONE Inc.	replacement of elevator hoist seals	11,909.50
03/27/2017	5112	KONE Inc.	elevator maintenance Mar 2017	224.52
05/05/2017	5133	KONE Inc.	elevator repairs-hoist way sills	11,909.50
05/05/2017	5140	Centric Elevator Corporation	Elevator maintenance	530.00
05/16/2017	5142	KONE Inc.	elevator maintenance agreement	224.52
07/11/2017	5165	Centric Elevator Corporation	Elevator maintenance	662.50

Englewood Environmental Foundation, Inc
Transaction Detail by Account
 January through December 2017

3:41 PM
 10/09/18
 Accrual Basis

Date	Num	Name	Memo	Amount
09/06/2017	5202	Centric Elevator Corporation	Elevator maintenance-button repairs	925.00
11/09/2017	5237	KONE Inc.	elevator maintenance 05/30-10/01/17	1,179.69
Total 5010018 - Elevator				28,369.33
5010019 - Traffic/Parking				
10/26/2017	5226	Flaggers Inc	flagging for street repairs	936.00
Total 5010019 - Traffic/Parking				936.00
5010020 - Storage - Lipan				
01/02/2017		Clinton J Helton Sr LLC	Jan-Jun 2017	7,916.65
07/28/2017	5183	Clinton J Helton Sr LLC	Rent Jul-Dec 2017	7,999.98
12/27/2017		Xcel Energy	Electric Bill	60.31
Total 5010020 - Storage - Lipan				15,976.94
5010021 - Boiler				
03/10/2017	5106	RK Mechanical Inc	glycol system repair	1,940.95
03/10/2017	5106	RK Mechanical Inc	boiler scheduled maintenance	265.00
04/12/2017	5121	RK Mechanical Inc	boiler inspection	265.00
05/05/2017	5135	RK Mechanical Inc	boiler inspection	265.00
12/19/2017	5254	RK Mechanical Inc	boiler scheduled maintenance	265.00
12/31/2017		RK Mechanical Inc	Monthly Maintenance	265.00
Total 5010021 - Boiler				3,265.95
5010022 - Miscellaneous				
01/31/2017		City of Englewood	garage rental charges	750.62
01/31/2017		City of Englewood	Tree lighting supplies	303.46
02/09/2017	5086	Flaggers Inc	flagging for traffic control repairs	408.00
02/28/2017		City of Englewood	garage rental charges	750.58
03/27/2017	5113	Kirk D. Jones	ceiling tiles	185.00
03/31/2017		City of Englewood	garage rental charges	750.58
04/26/2017	5126	Kirk D. Jones	miscellaneous repairs	765.00
04/30/2017		City of Englewood	garage rental charges	750.58
04/30/2017		City of Englewood	vehicle repairs	646.97
05/31/2017		City of Englewood	garage rental charges	750.58
05/31/2017		City of Englewood	vehicle repairs	2,625.66
06/15/2017	5158	Kirk D. Jones	miscellaneous repairs	1,225.72
06/15/2017	5161	Flaggers Inc	flagging for traffic control repairs	216.00
07/11/2017	5166	Landscape Accents Inc	Seasonal flower program	965.00
07/11/2017	5170	Kirk D. Jones	miscellaneous repairs	946.83
07/28/2017	5176	Colorado Mechanical Systems Inc	The Guild repairs	855.00
07/31/2017		City of Englewood	garage rental charges	1,501.16
08/04/2017	5188	Backflow Tech Inc	backflow certifications	525.00
08/15/2017	5191	Colorado Mechanical Systems Inc	The Guild repairs	3,525.00
08/31/2017		City of Englewood	garage rental charges	750.58
09/06/2017	5205	Kirk D. Jones	storage clean-up	240.00
10/16/2017	5222	Kirk D. Jones	trash can liners	297.81

Englewood Environmental Foundation, Inc Transaction Detail by Account January through December 2017

Date	Num	Name	Memo	Amount
10/26/2017	5225	Kirk D. Jones	miscellaneous	150.00
10/31/2017		City of Englewood	garage rental charges	0.00
10/31/2017		City of Englewood	garage rental charges-Sep	3,002.32
11/09/2017	5238	Kirk D. Jones	trash can inserts and curb repairs	1,004.10
11/30/2017		City of Englewood	garage rental charges-Sep	0.00
12/19/2017	5255	Kirk D. Jones	disassemble and recycle lights	124.00
12/19/2017	5255	Kirk D. Jones	cement repairs	590.00
12/31/2017		City of Englewood	garage rental charges-Sep	0.00
Total 5010022 - Miscellaneous				24,605.55
Total 4850 - Common Area Maintenance (CAM)				1,431,472.74
Total Expense				2,312,652.55
Net Ordinary Income				-2,312,652.55
Net Income				<u>-2,312,652.55</u>



To: City Council
From: Maria Sobota, Acting Director, Finance and Administrative Services
Date: October 18, 2018
Subject: Staff Response to Council Request 18-188

Council Request:

Council requested Staff to provide payment information for prior emergency IT purchases.

Staff Response:

Attached is the invoice and financial documents for the IT emergency purchase presented to Council in June. Invoice No: 22855 in the amount of \$236,434.15 + S&H was submitted to the Finance Department for payment in June. The invoice was paid on July 7, check # 502870 in the amount of \$238,644.41, includes shipping and handling charges, and was issued to Peak Resources on July 7.



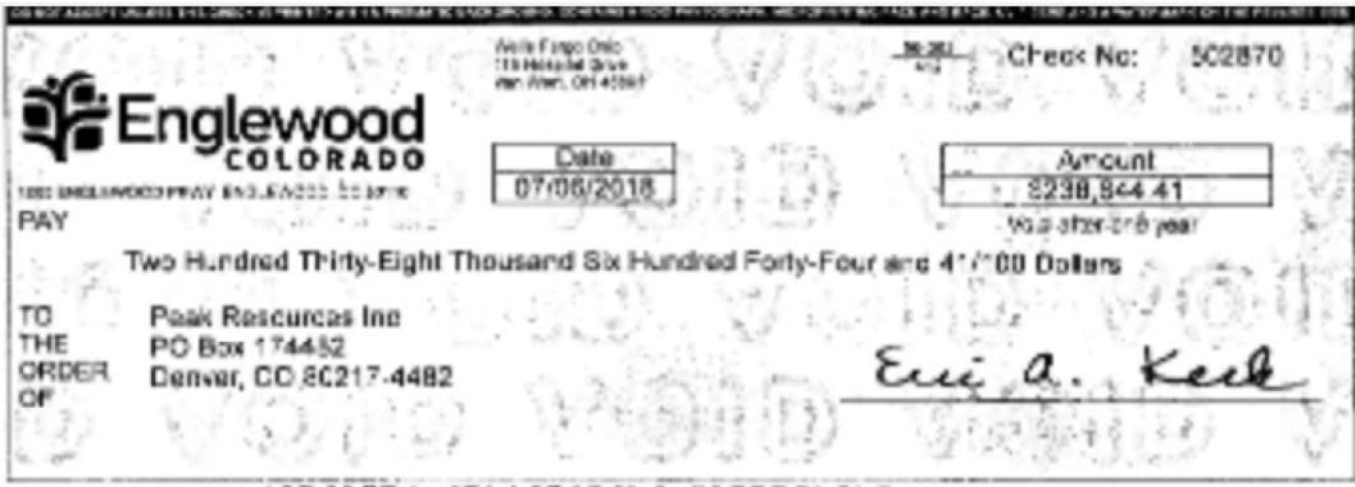


Image Details

Account Number	9600054745
Account Name	CITY OF ENGLEWOOD
Check	502870
Amount	238644.41 USD Debit
Status	Check Paid
Posting Date	07/13/2018
As of Date	07/13/2018
Item Sequence Number	008882572389
Bank ID	241253823

Close



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood
Accounts Payable
1000 Englewood Pkwy
Englewood CO 80110

Ship To:

City of Englewood
Jeromy King PO 2018-00000299
1000 Englewood Pkwy
Englewood CO 80110

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTON	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price	
2	2	UCS-SD120GBMS	120GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	\$215.53	\$431.06	
1	1	UCSB-MLOM-PT-0	PORT EXPANDER CARD (MEZZ) FOR VIC 1240 MODULAR LC	\$258.64	\$258.64	
1	1	UCSB-B200-M4-U	UCS B200 M4 W/O CPU, MEM, DRIVE BAYS, HDD, MEZZ (UPC FLM221105BA	\$1,290.99	\$1,290.99	
2	2	UCS-CPU-E52650E	2.20 GHZ E5-2650 V4/105W 12C/30MB CACHE/DDR4 2400MHZ	\$1,652.47	\$3,304.94	
8	8	UCS-MR-1X322RV	32GB DDR4-2400-MHZ RDIMM/PC4-19200/DUAL RANK/X4/1.2'	\$931.07	\$7,448.56	
1	1	UCSB-MRAID12G	CISCO FLEXSTORAGE 12G SAS RAID CONTROLLER	\$322.86	\$322.86	
2	2	UCS-SD120GBMS	120GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	\$215.53	\$431.06	
1	1	UCSB-MLOM-40G-	CISCO UCS VIC 1340 MODULAR LOM FOR BLADE	\$646.14	\$646.14	
1	1	UCSB-MLOM-PT-0	CISCO UCS PORT EXPANDER CARD	\$258.63	\$258.63	
1	1	UCS-M4-V4-LBL	CISCO M4V4 CPU ASSET TAB ID LABEL (AUTO-EXPAND)	\$0.00	\$0.00	
1	1	UCSB-HS-EP-M4-F	CPU HEAT SINK FOR UCS B200 M4 SOCKET 1	\$0.00	\$0.00	
1	1	UCSB-HS-EP-M4-F	CPU HEAT SINK FOR UCS B200 M4 SOCKET 2	\$0.00	\$0.00	
1	1	C1UCS-OPT-OUT	CISCO ONE DATA CENTER COMPUTE OPT OUT OPTION	\$0.00	\$0.00	
1	1	CON-OSP-B200M4	ONSITE 24X7X4UCS B200 M4 W/O CPU,M,DR B, HDD,M (UPG	\$396.10	\$396.10	
18	18	P-VASPLS-VS-P00	VEEAM AVAILABILITY SUITE ENTERPRISE PLUS FOR VMWA	\$2,160.76	\$38,893.68	
600	600	P-VBO365-0U-SU1	VEEAM BACKUP FOR MICROSOFT OFFICE 365 1 YR SUBSC	\$13.52	\$8,112.00	



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood
Accounts Payable
1000 Englewood Pkwy
Englewood CO 80110

Ship To:

City of Englewood
Jeromy King PO 2018-00000299
1000 Englewood Pkwy
Englewood CO 80110

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTO	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price	
2	2	VS6-EPL-C	VMWARE VSPHERE 6 ENT. PLUS 1 PROC SNS REQUIRED A	\$3,491.40	\$6,982.80	
2	2	VS6-EPL-P-SSS-C	PROD SUP COVERAGE VMWARE VSPHERE 6 ENT. PLUS 1 F	\$867.69	\$1,735.38	
1.00	1.00	PEAK-SVC-INT	PEAK PROFESSIONAL SERVICES	\$15,150.00	\$15,150.00	
1.00	1.00	PEAK-SVC-INT	PEAK PROFESSIONAL SERVICES	\$1,125.00	\$1,125.00	
1	1	E2860	HEADER LINE	\$0.00	\$0.00	
1	1	E-X5730A-0E-C	ENCLOSURE ,4U-60,DE460C, EMPTY ,2PSU,2325W,0E,-C 721819500115	\$7,184.78	\$7,184.78	
2	2	E2800A-8GB-FC-0E	E2800A,8GB CNTRLR,NO HIC,16GB FC,2-PT,-C	\$2,400.38	\$4,800.76	
1	1	E2800-ISCSI-ALL-F	22800A, 8GB, CNTRLR, NO HIC, 16GB FC, 2 PT, -C	\$0.00	\$0.00	
35	35	E-X4105A-0E-C	DSK DRV,4TB,7.2k,12Gb, NON-FDE,DE460C,0E,-C	\$276.54	\$9,678.90	
1,400	1,400	OS-SANTRICITY1-	OS ENABLE,PER-0.1TB,SANTRCTY,CAP-STOR,0E,-C [CAT: K]	\$2.60	\$3,640.00	
4	4	X-48895-00-0E-R6-	SFP, 10GB ISCSI/16GB FC UNIFIED E-SERIES OE -C (CAT: D)	\$176.99	\$707.96	
2	2	X-00061-00-0E-C	BATTERY ,E2800,0E,-C	\$99.55	\$199.10	
1	1	DOC-DE460C-SYS	INSTALL DOCUMENTS, SYSTEM DE460C, -C	\$0.00	\$0.00	
1	1	CS-O2-NOINSTALL	SUPPORTEDEDGE PREMIUM, 4HR ONSITE W/O INSTALL	\$1,211.73	\$1,211.73	
1	1	E2860	HEADER LINE	\$0.00	\$0.00	
1	1	E-X5730A-0E-C	ENCLOSURE ,4U-60,DE460C, EMPTY ,2PSU,2325W,0E,-C 721819500117	\$7,185.23	\$7,185.23	



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood Accounts Payable 1000 Englewood Pkwy Englewood CO 80110
--

Ship To:

City of Englewood Jeromy King PO 2018-00000299 1000 Englewood Pkwy Englewood CO 80110
--

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTO	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number		Unit Price	Ext. Price
2	2	E2800A-8GB-FC-0E	E2800A,8GB CNTRLR,NO HIC,16GB FC,2-PT,-C		\$2,400.38	\$4,800.76
1	1	E2800-ISCSI-ALL-F	22800A, 8GB, CNTRLR, NO HIC, 16GB FC, 2 PT, -C		\$0.00	\$0.00
35	35	E-X4105A-0E-C	DSK DRV,4TB,7.2k,12Gb, NON-FDE,DE460C,0E,-C		\$276.54	\$9,678.90
1,400	1,400	OS-SANTRICITY1-	OS ENABLE,PER-0.1TB,SANTRCTY,CAP-STOR,0E,-C [CAT: K]		\$2.60	\$3,640.00
4	4	X-48895-00-0E-R6-	SFP, 10GB ISCSI/16GB FC UNIFIED E-SERIES OE -C (CAT: D)		\$176.99	\$707.96
2	2	X-00061-00-0E-C	BATTERY ,E2800,0E,-C		\$99.55	\$199.10
1	1	DOC-DE460C-SYS	INSTALL DOCUMENTS, SYSTEM DE460C, -C		\$0.00	\$0.00
1	1	CS-O2-NOINSTALL	SUPPORTEDEDGE PREMIUM, 4HR ONSITE W/O INSTALL		\$1,211.73	\$1,211.73
1	1	AFF-A200-SYS-SC	A200 ARRAY		\$0.00	\$0.00
2	2	AFF-A200A-001-SC	AFF-A200A BASE BUNDLE 621817000025 621817000026		\$0.00	\$0.00
2	2	SW-2-A200A-NVE-I	SW,DATA AT REST ENCRYPTION ENABLED,A200,-C		\$0.00	\$0.00
1	1	AFF-A200A-EXP-1C	AFF-A200, HA, 12X3.9TB, BASE BUNDLE, NVE		\$32,812.30	\$32,812.30
2	2	DATA-AT-REST-EM	DATA AT REST ENCRYPTION CAPABLE OPERATING SYS (C/		\$0.00	\$0.00
1	1	X-02659-00	RAIL KIT4-POSTRND/SQ-HOLEADj24-32		\$68.37	\$68.37
2	2	X800-42U-R6	CABINET COMPONENT POWER CABLE R6		\$0.00	\$0.00



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood
Accounts Payable
1000 Englewood Pkwy
Englewood CO 80110

Ship To:

City of Englewood
Jeromy King PO 2018-00000299
1000 Englewood Pkwy
Englewood CO 80110

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTON	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price	
456	456	SW-FLASH-BASE	ONTAP,PER-0.1TB,FLASH,BASEBNDL1,HC-U-PERF,-P	\$88.95	\$40,561.20	
1	1	CS-A2-4R	SUPPORTEDGE STANDARD PART REPLACE 4HR (CAT:S)	\$10,358.91	\$10,358.91	
1	1	SW-2-CL-BASE	SW -2 BASE CL NODE (CAT: J)	\$0.00	\$0.00	
2	2	CLUSTERNET-SW	CLUSTERNET, CLUSTER/MGMT INTERCONNECT 80411200103 80411200168	\$0.00	\$0.00	
2	2	X1960-R6	CLUSTERNET INTERCONNECT CLUSTER,16PT,10GB [CAT: C	\$4,895.00	\$9,790.00	
2	2	CS-A2-4R	SUPPORTEDGE STANDARD PART REPLACE 4HR (CAT:S)	\$604.31	\$1,208.62	
4	4	X800-42U-R6	CABINET COMPONENT POWER CABLE R6	\$0.00	\$0.00	
1.00	1.00	PEAK-SVC-INT	PEAK PROFESSIONAL SERVICES	\$0.00	\$0.00	

Purchaser is responsible for all applicable state and local taxes.

Please Remit Payment to PEAK Resources, Inc.
PO Box 174482
Denver, CO 80217-4482

For ACH Payment
Bank Name: Colorado Business Bank.
ABA/Routing: 102003206
Account Nbr: 3508463

Subtotal	\$236,434.15
Deposit	\$0.00
Freight&Handling	\$2,210.25
Freight Ins.	\$0.00
Tax	\$0.00
Total	\$238,644.40

When a check is provided as payment, you authorize PEAK to use data from your check to make a one-time EFT or to process as a check.

Memorandum

Date: October 18, 2018

From: Margaret Brocklander

Subject: Council Request CR 18-188

Attached is the invoice and financial documents for the IT emergency purchase presented to Council in June. Invoice No: 22855 in the amount of \$236,434.15 + S&H was submitted to the Finance Department for payment in June. The invoice was paid on July 7, check # 502870 in the amount of \$238,644.41, includes shipping and handling charges, and was issued to Peak Resources on July 7.



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood
Accounts Payable
1000 Englewood Pkwy
Englewood CO 80110

Ship To:

City of Englewood
Jeromy King PO 2018-00000299
1000 Englewood Pkwy
Englewood CO 80110

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTON	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price	
2	2	UCS-SD120GBMS	120GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	\$215.53	\$431.06	
1	1	UCSB-MLOM-PT-0	PORT EXPANDER CARD (MEZZ) FOR VIC 1240 MODULAR LC	\$258.64	\$258.64	
1	1	UCSB-B200-M4-U	UCS B200 M4 W/O CPU, MEM, DRIVE BAYS, HDD, MEZZ (UPC FLM221105BA	\$1,290.99	\$1,290.99	
2	2	UCS-CPU-E52650E	2.20 GHZ E5-2650 V4/105W 12C/30MB CACHE/DDR4 2400MHZ	\$1,652.47	\$3,304.94	
8	8	UCS-MR-1X322RV	32GB DDR4-2400-MHZ RDIMM/PC4-19200/DUAL RANK/X4/1.2'	\$931.07	\$7,448.56	
1	1	UCSB-MRAID12G	CISCO FLEXSTORAGE 12G SAS RAID CONTROLLER	\$322.86	\$322.86	
2	2	UCS-SD120GBMS	120GB 2.5 INCH ENTERPRISE VALUE 6G SATA SSD	\$215.53	\$431.06	
1	1	UCSB-MLOM-40G-	CISCO UCS VIC 1340 MODULAR LOM FOR BLADE	\$646.14	\$646.14	
1	1	UCSB-MLOM-PT-0	CISCO UCS PORT EXPANDER CARD	\$258.63	\$258.63	
1	1	UCS-M4-V4-LBL	CISCO M4V4 CPU ASSET TAB ID LABEL (AUTO-EXPAND)	\$0.00	\$0.00	
1	1	UCSB-HS-EP-M4-F	CPU HEAT SINK FOR UCS B200 M4 SOCKET 1	\$0.00	\$0.00	
1	1	UCSB-HS-EP-M4-F	CPU HEAT SINK FOR UCS B200 M4 SOCKET 2	\$0.00	\$0.00	
1	1	C1UCS-OPT-OUT	CISCO ONE DATA CENTER COMPUTE OPT OUT OPTION	\$0.00	\$0.00	
1	1	CON-OSP-B200M4	ONSITE 24X7X4UCS B200 M4 W/O CPU,M,DR B, HDD,M (UPG	\$396.10	\$396.10	
18	18	P-VASPLS-VS-P00	VEEAM AVAILABILITY SUITE ENTERPRISE PLUS FOR VMWA	\$2,160.76	\$38,893.68	
600	600	P-VBO365-0U-SU1	VEEAM BACKUP FOR MICROSOFT OFFICE 365 1 YR SUBSC	\$13.52	\$8,112.00	



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood
Accounts Payable
1000 Englewood Pkwy
Englewood CO 80110

Ship To:

City of Englewood
Jeromy King PO 2018-00000299
1000 Englewood Pkwy
Englewood CO 80110

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTO	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price	
2	2	VS6-EPL-C	VMWARE VSPHERE 6 ENT. PLUS 1 PROC SNS REQUIRED A	\$3,491.40	\$6,982.80	
2	2	VS6-EPL-P-SSS-C	PROD SUP COVERAGE VMWARE VSPHERE 6 ENT. PLUS 1 F	\$867.69	\$1,735.38	
1.00	1.00	PEAK-SVC-INT	PEAK PROFESSIONAL SERVICES	\$15,150.00	\$15,150.00	
1.00	1.00	PEAK-SVC-INT	PEAK PROFESSIONAL SERVICES	\$1,125.00	\$1,125.00	
1	1	E2860	HEADER LINE	\$0.00	\$0.00	
1	1	E-X5730A-0E-C	ENCLOSURE ,4U-60,DE460C, EMPTY ,2PSU,2325W,0E,-C 721819500115	\$7,184.78	\$7,184.78	
2	2	E2800A-8GB-FC-0E	E2800A,8GB CNTRLR,NO HIC,16GB FC,2-PT,-C	\$2,400.38	\$4,800.76	
1	1	E2800-ISCSI-ALL-F	22800A, 8GB, CNTRLR, NO HIC, 16GB FC, 2 PT, -C	\$0.00	\$0.00	
35	35	E-X4105A-0E-C	DSK DRV,4TB,7.2k,12Gb, NON-FDE,DE460C,0E,-C	\$276.54	\$9,678.90	
1,400	1,400	OS-SANTRICITY1-	OS ENABLE,PER-0.1TB,SANTRCTY,CAP-STOR,0E,-C [CAT: K]	\$2.60	\$3,640.00	
4	4	X-48895-00-0E-R6-	SFP, 10GB ISCSI/16GB FC UNIFIED E-SERIES OE -C (CAT: D)	\$176.99	\$707.96	
2	2	X-00061-00-0E-C	BATTERY ,E2800,0E,-C	\$99.55	\$199.10	
1	1	DOC-DE460C-SYS	INSTALL DOCUMENTS, SYSTEM DE460C, -C	\$0.00	\$0.00	
1	1	CS-O2-NOINSTALL	SUPPORTEDGE PREMIUM, 4HR ONSITE W/O INSTALL	\$1,211.73	\$1,211.73	
1	1	E2860	HEADER LINE	\$0.00	\$0.00	
1	1	E-X5730A-0E-C	ENCLOSURE ,4U-60,DE460C, EMPTY ,2PSU,2325W,0E,-C 721819500117	\$7,185.23	\$7,185.23	



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood Accounts Payable 1000 Englewood Pkwy Englewood CO 80110
--

Ship To:

City of Englewood Jeromy King PO 2018-00000299 1000 Englewood Pkwy Englewood CO 80110
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Purchase Order No.	Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299	G. COVINGTO	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price
2	2	E2800A-8GB-FC-0E	E2800A,8GB CNTRLR,NO HIC,16GB FC,2-PT,-C	\$2,400.38	\$4,800.76
1	1	E2800-ISCSI-ALL-F	22800A, 8GB, CNTRLR, NO HIC, 16GB FC, 2 PT, -C	\$0.00	\$0.00
35	35	E-X4105A-0E-C	DSK DRV,4TB,7.2k,12Gb, NON-FDE,DE460C,0E,-C	\$276.54	\$9,678.90
1,400	1,400	OS-SANTRICITY1-	OS ENABLE,PER-0.1TB,SANTRCTY,CAP-STOR,0E,-C [CAT: K]	\$2.60	\$3,640.00
4	4	X-48895-00-0E-R6-	SFP, 10GB ISCSI/16GB FC UNIFIED E-SERIES OE -C (CAT: D)	\$176.99	\$707.96
2	2	X-00061-00-0E-C	BATTERY ,E2800,0E,-C	\$99.55	\$199.10
1	1	DOC-DE460C-SYS	INSTALL DOCUMENTS, SYSTEM DE460C, -C	\$0.00	\$0.00
1	1	CS-O2-NOINSTALL	SUPPORTEDEDGE PREMIUM, 4HR ONSITE W/O INSTALL	\$1,211.73	\$1,211.73
1	1	AFF-A200-SYS-SC	A200 ARRAY	\$0.00	\$0.00
2	2	AFF-A200A-001-SC	AFF-A200A BASE BUNDLE 621817000025 621817000026	\$0.00	\$0.00
2	2	SW-2-A200A-NVE-I	SW,DATA AT REST ENCRYPTION ENABLED,A200,-C	\$0.00	\$0.00
1	1	AFF-A200A-EXP-1C	AFF-A200, HA, 12X3.9TB, BASE BUNDLE, NVE	\$32,812.30	\$32,812.30
2	2	DATA-AT-REST-EM	DATA AT REST ENCRYPTION CAPABLE OPERATING SYS (C/	\$0.00	\$0.00
1	1	X-02659-00	RAIL KIT4-POSTRND/SQ-HOLEADj24-32	\$68.37	\$68.37
2	2	X800-42U-R6	CABINET COMPONENT POWER CABLE R6	\$0.00	\$0.00



RESOURCES, INC.
2750 West 5th Avenue
Denver, CO 80204

INVOICE

Account No	22855
Invoice No	INV99855
Date	5/25/2018

Questions? Call 1-800-925-7325 x1124

Bill To:

City of Englewood
Accounts Payable
1000 Englewood Pkwy
Englewood CO 80110

Ship To:

City of Englewood
Jeromy King PO 2018-00000299
1000 Englewood Pkwy
Englewood CO 80110

Purchase Order No.		Salesperson ID	Shipping Method	Payment Terms	Due Date	Master No.
2018-00000299		G. COVINGTON	FEDX STD ON	NET 30	6/24/2018	95,792
Ordered	Shipped	Item Number	Description/Serial Number	Unit Price	Ext. Price	
456	456	SW-FLASH-BASE	ONTAP,PER-0.1TB,FLASH,BASEBNDL1,HC-U-PERF,-P	\$88.95	\$40,561.20	
1	1	CS-A2-4R	SUPPORTEDGE STANDARD PART REPLACE 4HR (CAT:S)	\$10,358.91	\$10,358.91	
1	1	SW-2-CL-BASE	SW -2 BASE CL NODE (CAT: J)	\$0.00	\$0.00	
2	2	CLUSTERNET-SW	CLUSTERNET, CLUSTER/MGMT INTERCONNECT 80411200103 80411200168	\$0.00	\$0.00	
2	2	X1960-R6	CLUSTERNET INTERCONNECT CLUSTER,16PT,10GB [CAT: C	\$4,895.00	\$9,790.00	
2	2	CS-A2-4R	SUPPORTEDGE STANDARD PART REPLACE 4HR (CAT:S)	\$604.31	\$1,208.62	
4	4	X800-42U-R6	CABINET COMPONENT POWER CABLE R6	\$0.00	\$0.00	
1.00	1.00	PEAK-SVC-INT	PEAK PROFESSIONAL SERVICES	\$0.00	\$0.00	

Purchaser is responsible for all applicable state and local taxes.

Please Remit Payment to PEAK Resources, Inc.
PO Box 174482
Denver, CO 80217-4482

For ACH Payment
Bank Name: Colorado Business Bank.
ABA/Routing: 102003206
Account Nbr: 3508463

Subtotal	\$236,434.15
Deposit	\$0.00
Freight&Handling	\$2,210.25
Freight Ins.	\$0.00
Tax	\$0.00
Total	\$238,644.40

When a check is provided as payment, you authorize PEAK to use data from your check to make a one-time EFT or to process as a check.

Detail General Ledger Report

G/L Date Range 03/01/18 - 09/30/18
 Include Sub Ledger Detail
 Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 31-0703-61502 Computer Hardware/Software									\$141,669.18
06/07/2018	2018-00001473	JE	AP	A/P Invoice Entry	Accounts Payable		990.00	Balance To Date:	261,580.07
				31 0701-012 - Capital Proj Fund - IT, Audio Visual Upgrades - IT					
	<i>Invoice Number</i>	<i>Vendor</i>		<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
	6429	JCG Technologies Inc		Hardware + Support	06/01/2018	EFT	21659	990.00	990.00
							Total	\$990.00	\$990.00
06/18/2018	2018-00001512	JE	AP	A/P Invoice Entry	Accounts Payable		5,841.66		267,421.73
				31 0701-001 - Capital Proj Fund - IT, Network Development - IT					
	<i>Invoice Number</i>	<i>Vendor</i>		<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
	1100593415	Insight Public Sector Inc		Trend Micro Smart Endpoints Licenses	04/28/2018	Check	502677	5,841.66	5,841.66
							Total	\$5,841.66	\$5,841.66
06/27/2018	2018-00001607	JE	AP	A/P Invoice Entry	Accounts Payable		120,513.56		387,935.29
				31 0701-001 - Capital Proj Fund - IT, Network Development - IT					
	<i>Invoice Number</i>	<i>Vendor</i>		<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
	INV99855	Peak Resources Inc		NetApp support, Cisco UCS, VMWare Svcs.	05/25/2018	Check	502870	238,644.41	120,513.56
							Total	\$238,644.41	\$120,513.56
06/27/2018	2018-00001607	JE	AP	A/P Invoice Entry	Accounts Payable		118,130.85		506,066.14
				31 0701-011 - Capital Proj Fund - IT, Disaster Recovery System - IT					
	<i>Invoice Number</i>	<i>Vendor</i>		<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
	INV99855	Peak Resources Inc		NetApp support, Cisco UCS, VMWare Svcs.	05/25/2018	Check	502870	238,644.41	118,130.85
							Total	\$238,644.41	\$118,130.85
Month June 2018 Totals							\$245,476.07	\$0.00	\$506,066.14
07/09/2018	2018-00001673	JE	AP	A/P Invoice Entry	Accounts Payable		7,443.75		513,509.89
				31 0701-015 - Capital Proj Fund - IT, Tyler Content Manager					
	<i>Invoice Number</i>	<i>Vendor</i>		<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Distribution Amount</i>
	045-227840	Tyler Technologies Inc		content manager project	05/31/2018	Check	502946	7,443.75	7,443.75
							Total	\$7,443.75	\$7,443.75
Month July 2018 Totals							\$7,443.75	\$0.00	\$513,509.89
Account Computer Hardware/Software Totals							\$371,840.71	\$0.00	\$513,509.89
Division I/T Business Applications Totals							\$489,896.02	\$21,309.18	
Fund Capital Projects Fund Totals							\$489,896.02	\$21,309.18	
Grand Totals							\$489,896.02	\$21,309.18	

SHOW

Amount (\$)

BROKEN DOWN BY

Department

FILTERED BY All

Filters 3

Columns

Aggregates

AMOUNTS

Incremental

TOTAL FOR A YEAR

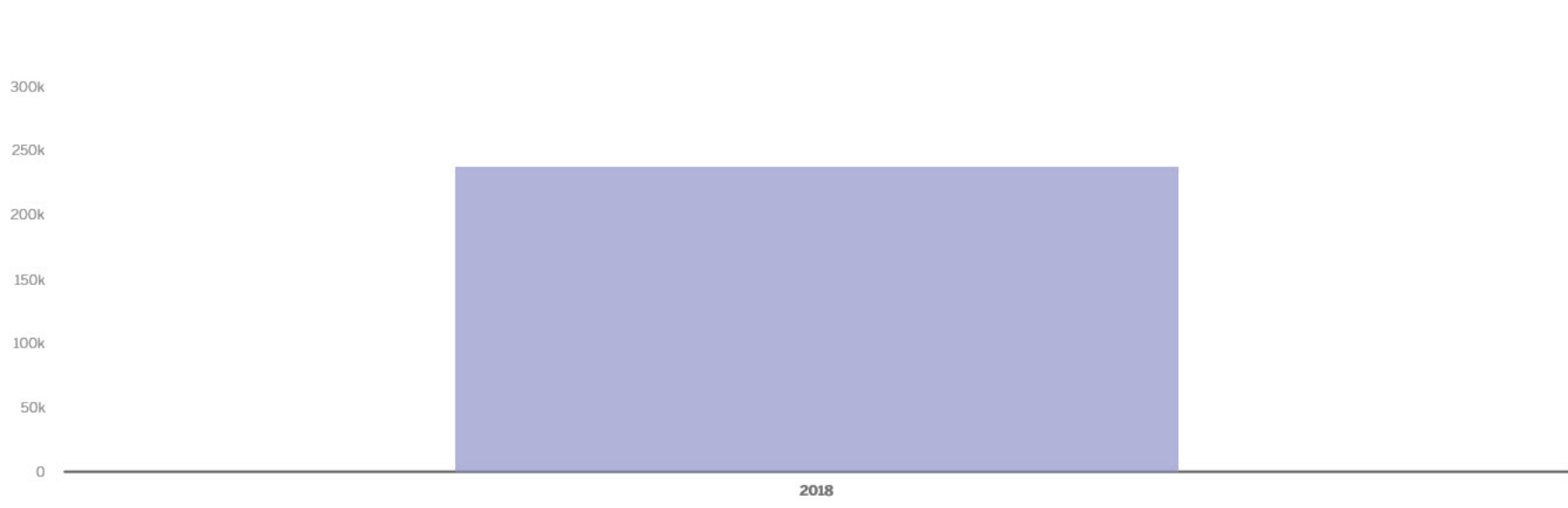
\$238,644.41

Powered by OPENGOV

This report contains City of Englewood payment details. Details are included for checks, electronic payments, wire transfers, credit card transactions and internal charges between departments. Amounts are shown on a "Cash" accounting basis.

Updated On 11 Oct, 2018

VISUALIZATION

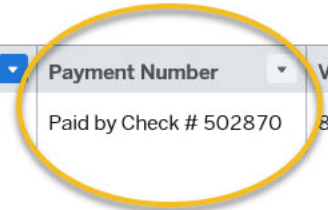


Sort Large to Small

Information Technol...

Records

Payment Date	Payment Number	Vendor Name (Payee)	Amount (\$)	Description	Fund	Department	Object (Expense Type)
07/06/2018	Paid by Check # 502870	8972 - Peak Resources Inc	238,644.41	NetApp support,Cisco UCS, VMWare Svcs.	Capital Projects Fund	Information Technologies	Computer Hardware/So





To: City Council
From: Maria Sobota, Acting Director, Finance and Administrative Services
Date: October 18, 2018
Subject: Staff Response to Council Request 18-189

Council Request:

On October 16, 2018, Mayor Olson inquired: What was the outcome from the October 16th Greater Englewood Chamber of Commerce (GECC) meeting where the Board discussed possible Municipal Code changes impacting businesses?

Staff Response:

Heather Driscoll, Revenue and Tax Audit Supervisor, presented tax code information related to Standard Definitions, Mandatory Business Licensing, and the Occupational Privilege Tax (OPT/Head Tax).

While the GECC's Board of Directors did not provide formal support or feedback on these topics, the general discussion about Mandatory Business Licensing and Standard Definitions seemed to be supportive for future consideration. The Board had questions and a couple of individuals voiced concern about the possible Occupational Privilege Tax (OPT/Head Tax) and its impacts on businesses.

The Board is interested in gathering additional feedback from the GECC's membership and the broader business community and will conduct an outreach campaign to facilitate this discussion.

Next Steps: Staff will develop an article for the GECC newsletter that provides an overview of the Municipal Code information. This article is expected to go out to the membership in December or January. The Chamber will also work with City staff to develop a survey, which will be used to gather input and feedback on these topics. Finally, the Chamber expressed an interest in hosting a business community Open House to share information regarding the possible code revisions and gather business community feedback.

Lastly, the following page is a handout that was provided to GECC's Board for reference.





Finance Department possible Municipal Code changes

Standard Definitions

- Provides code clarification and consistency across jurisdictions
- Similar project under taken in 1992 that was successful
- Goal is to make it less complex for businesses to file, report and remit local taxes
- ACE supports this initiative

Mandatory Business Licensing

- Currently only retailers are required to be licensed, however all businesses still have a possible Use Tax liability
- Puts Englewood in line with other Denver Metro jurisdictions
- Legitimizes businesses
- Confirms that businesses have proper insurance, zoning, etc. prior to commencing business
- ACE supports this initiative with conditions

Occupational Privilege Tax (OPT/Head Tax)

- Allows employees and employers to contribute to the services provided by the City
- Currently, five Denver Metro area municipalities have OPT, the most recent to pass this tax was Sheridan in November 2003
- Options that could be adopted include
 - Spilt tax between employee and employer
 - Have tax applied to only the employee
 - Phased implementation between employee and employer
- ACE has reservations about this initiative

Possible next steps

- Chamber Board can provide a letter to City Council stating their views on each possible Code change
- Chamber could hold Community Open Houses as an information session to get more feedback from members
- A possible article for the Chamber paper summarizing the possible changes
- Conduct a poll of Chamber members

My contact information:
Heather Driscoll, CFE
Revenue and Tax Audit Supervisor
303-762-2417
hdriscoll@englewoodco.gov



TO: Mayor Olson and City Council Members

THRU: Dorothy Hargrove, Acting Deputy City Manager
Brad Power, Community Development Director

FROM: Wade Burkholder, Planning Manager

DATE: October 18, 2018

SUBJECT: CR 18-190 Update on K-Mart site

A neighborhood meeting was held on June 7, 2018 with approximately 50 in attendance. Planning Staff is currently waiting for a Planned Unit Development application to be submitted by the property owner. Recent discussions with the developer and property owner have indicated that the PUD application will be submitted within 30 days.

The Chuze Fitness, a permitted use on the property, has been proceeding with commercial remodel of the building interior.



Numbe	Date Req	Requeste	Request	Assigne	Due Date	Date Completed
17-196	1/3/2018	Russell	EMRF Brokerage Proposal summaries	PW	1/10/2018	1/5/2018
17-197	1/3/2018	Russell	History of Hospital District zoning	CD	1/10/2018	2/1/2018
17-198	1/3/2018	Cuesta	All items submitted to the DRT and plan review comments from City Staf	CD	1/10/2018	1/4/2018
18-001	1/4/2018	Council	Info re: dog attack at 4000 block of South Lincoln	PD	1/11/2018	1/11/2018
18-002	1/23/201	Council	Giving Heart Follow Up	PD	1/30/2018	1/25/2018
18-003	1/30/201	Russell	Report on all Dog Calls in December and January	PD	2/6/2018	2/1/2018
18-004	2/5/2018	Cuesta	Data regarding our current nonconforming accessory dwelling units inclu	CD	2/12/2018	2/26/18
18-005	2/5/2018	Barrenti	Compliance data on all nonconforming uses and whether or not the City	CD	2/12/2018	2/23/2018
18-006	2/5/2018	Barrenti	Copy of the ADU survey utilized at the open house	CD	2/12/2018	2/23/2018
18-007	2/5/2018	Russell	Request for an ADU Town Hall in May that will be advertised in the Sprin	CD/CM	2/12/2018	2/20/2018
18-008	2/5/2018	Russell	Request for a Study Session to be help after the town hall meeting in Ma	CMO	2/12/2018	2/20/2018
18-009	2/5/2018	Olson	Request for a Study Session on Aid to Other Agencies and the budget	CMO	2/12/2018	5/1/2018
18-010	2/5/2018	Barrenti	Request for a Study Session on a potential moratorium on PUDs	CMO	2/12/2018	3/1/2018
18-011	2/13/201	Olson	Real Estate data for Englewood that indicates housing turnover for the p	CD	2/20/2018	2/26/2018
18-012	2/13/201	Barrenti	Map containing all PUDs in the City	CD	2/20/2018	2/15/2018
18-013	2/14/201	Russell	Statistics for dog bites in Dec 2017 and Jan 2018	PD	2/21/2018	2/15/2018
18-014	2/14/201	Russell	Hit and Run - 3100 block S. Acoma	PD	2/21/2018	2/15/2018
18-015	2/26/201	Russell	How many Section 8 residents reside at Broadway Acoma Lofts	EHA	3/5/2018	3/2/2018
18-016	2/26/201	Barrenti	Provide the LEWWTP Joint Use Agreement to the W&S Board	WW	3/5/2018	3/2/2018
18-017	2/26/201	Barrenti	Provide the LEWWTP rebranding document to the W&S Board	WW	3/5/2018	3/2/2018
18-018	2/28/201	Barrenti	Research on communities who have publicly elected Mayor in Council/	CAO	3/7/2018	3/5/2018
18-019	2/28/201	Barrenti	Giving Heart - explain opening time, check in procedure.	CMO	3/7/2018	3/5/2018
18-020	2/28/201	Council	Health and Safety Inspection of hotels that receive vouchers for homeles	PD	3/7/2018	3/2/2018
18-021	3/6/2018	Olson	Police report on the fight mentioned by Council Member Barrentine in fr	PD	3/13/2018	3/8/2018
18-022	3/6/2018	Olson	How Jerry Walker's request for CE intervention have been raised and de	PD	3/13/2018	3/8/2018
18-023	3/6/2018	Barrenti	Record of her code complaint on trash cans being left on sidewalk on Sh	PD	3/13/2018	3/13/2018
18-024	3/13/201	Barrenti	Copy of the original Fast Trax agreement for the construction of Englewo	CD	3/20/2018	3/13/2018
18-025	3/13/201	Barrenti	Report on condition of sidewalk in front of Devil's Head Distillery	PW	3/20/2018	3/23/2018
18-026	3/21/201	Russell	All police records on Michael Reed	PD	3/28/2018	3/23/2018

Numbe	Date Req	Requeste	Request	Assigne	Due Date	Date Completed
18-027	3/27/201	Barrenti	Information related to inspections of motels, results, plan of action re: r	PD	4/3/2018	4/4/2018
18-028	4/3/2018	Barrenti	Process utilized for a citizen to correct a police report that they believe c	PD	4/10/2018	4/3/2018
18-029	4/3/2018	Barrenti	Letter sent out to Knuckledheads owner and chronology that led up to it	FAS	4/10/2018	4/10/2018
18-030	4/3/2018	Cuesta	What the cost of a forensic audit of the EEF and EMRF entities would cos	CMO	4/10/2018	4/10/2018
18-031	4/3/2018	Olson	Requested that the Parks and Rec Commission meeting for next week be	Parks	4/10/2018	4/10/2018
18-032	4/3/2018	Cuesta	Code violations at 4771 & 4525 S. Delaware, 500 W. Belleview, 4661 S.	PD	4/10/2018	4/5/2018
18-033	4/9/2018	Wink	Code Enforcement history at 571 W. Cornell Ave.	PD	4/16/2018	4/10/2018
18-034	4/9/2018	Barrenti	Code Enforcement check on various properties	PD	4/16/2018	4/10/2018
18-035	4/10/201	Olson	Copy of last night's MOA presentation	CMO	4/17/2018	4/10/2018
18-036	4/10/201	Barrenti	Copy of Englewood PD posting associated with Platte River cleanup	CMO	4/17/2018	4/10/2018
18-037	4/10/201	Barrenti	Jerry Walker's corrected police report on his attack at Giving Heart	PD	4/17/2018	4/10/2017
18-038	4/10/201	Russell	Citation for cars parked for polonged periods at the adult bookstore at U	PD	4/17/2018	4/19/2018
18-039	4/11/201	Martine	Wind/Solar program participation (Xcel), Baseline water consumption fo	CMO	4/18/2018	
18-040	4/17/201	Barrenti	Summary of the Retail and Marijuana Sale Tax collections	FAS	4/24/2018	4/18/2018
18-041	4/18/201	Barrenti	Information concerning change in grant process with CDOT. Why did the	PD	4/25/2018	5/7/2018
18-042	4/18/201	Barrenti	Correspondence from CD and FAS on the Knuckleheads sales tax matter.	FAS/CD	4/25/2018	4/24/2018
18-043	4/18/201	Olson	City's Class C electrical account data	CMO	4/25/2018	4/18/2018
18-044	4/19/201	Olson	When are sidewalks required? What is happening with the berm near 27	PW	4/26/2018	4/23/2018
18-045	4/24/201	Olson	Is there a statutory requirement for the City Clerk to create a paper Cou	Clerks	5/1/2018	4/26/2018
18-046	5/2/2018	Russell	Arapahoe Coroner's policy on autopsies, and policy on autopsies when s	PD	5/9/2018	5/3/2018
18-047	5/21/201	Olson	History of violations at 3036 S. Ogden	PD	5/28/2018	5/23/2018
18-048	5/21/201	Olson	History of violations at 3296 S. Washington St.	PD	5/28/2018	5/23/2018
18-049	5/21/201	Barrenti	Copy of agreement with Englewood Arts distributed to all members.	Clerks	5/28/2018	5/30/2018
18-050	5/21/201	Olson	Info to Mr. Millen on ransomware attack (After-Action report)	IT	5/28/2018	5/29/2018
18-051	5/28/201	Council	Explain formula that determines population capacity relative to water rig	PW	6/7/2018	6/7/2018
18-052	6/2/2018	Martine	Number and types of calls for services for 4945 S. Delaware in 2017/18	PD	6/9/2018	6/6/2018
18-053	6/11/201	Barrenti	Maintenance of medians on Broadway and Hampden.	Parks	6/18/2018	6/14/2018
18-054	6/11/201	Russell	Request for a report on who has the authority over the City Center prop	CAO	6/18/2018	7/13/2018
18-055	6/11/201	Barrenti	Information on the payback schedule for the proposed biogas project.	SPWRP	6/18/2018	6/14/2018
18-056	6/11/201	Barrenti	Information about the required reserves for the SPWRP bonds. What is t	SPWRP	6/18/2018	

Numbe	Date Req	Requeste	Request	Assigne	Due Date	Date Completed
18-057	6/11/201	Olson	Future Study Session Request: Long Term Asset Reserve fund policy and	CMO	6/18/2018	7/9/2018
18-058	6/11/201	Barrenti	TABOR reserve be included or shown within the City's other reserve grap	FAS	6/18/2018	8/28/2018
18-059	6/11/201	Barrenti	Listing of all our liabilities including pensions in a graph or included in a	FAS	6/18/2018	8/28/2018
18-060	6/11/201	Barrenti	Summary from P&Z on the CIP meeting from 5 June 2018	CMO/C	6/18/2018	6/18/2018
18-061	6/11/201	Olson	Report on the man who passed away at King Soopers. Accurate chronolo	PD	6/18/2018	6/14/2018
18-062	6/11/201	Barrenti	Accounting of capital projects at SPWRP that are driven by the expansio	SPWRP	6/18/2018	6/14/2018
18-063	6/11/201	Barrenti	Historic accounting of past pavement condition indexes and hwo the str	PW	6/18/2018	
18-064	6/11/201	Barrenti	How much would a new overall condition index cost the City?	PW	6/18/2018	
18-065	6/11/201	Olson	Copy of the City's bridge conditions from CDOT.	PW	6/18/2018	
18-066	6/11/201	Barrenti	Report on the status of the Santa Fe Planning, Engineering, and Linkage s	PW	6/18/2018	
18-067	6/11/201	Cuesta	What is the fee for trash hauler to obtain a pemit?	FAS	6/18/2018	8/28/2018
18-068	6/11/201	Russell	Raw data for all the members who submitted a strategic plan scoring.	CMO	6/18/2018	
18-069	6/11/201	Martine	Study Session Request: Notice distance for PUD's. Should it be expanded	CMO	6/18/2018	7/9/2018
18-070	6/11/201	Barrenti	Graffiti on the old Table Stakes Building on Broadway	CD/PD	6/18/2018	6/14/2018
18-071	6/11/201	Barrenti	Requested accounting for the park in lieu fee.	FAS	6/18/2018	8/29/2018
18-072	6/14/201	Barrenti	Loose dog/Code Enforcement response	PD	6/21/2018	6/19/2018
18-073	6/19/201	Cuesta	Breakdown of funding sources for Storage Area Network purchase. Provi	IT	6/26/2018	6/21/2018
18-074	6/19/201	Barrenti	Complete listing of all Federal grants received by the City	FAS	6/26/2018	8/28/2018
18-075	6/19/201	Russell	Request for the number of current permits on the books for single family	CD	6/26/2018	6/28/2018
18-076	6/25/201	Barrenti	Statistical data for the National Citizen Survey	CMO	7/2/2018	6/28/2018
18-077	6/25/201	Barrenti	Report explaining how Xcel calculated the City's energy usage for the Par	CMO	7/2/2018	
18-078	6/25/201	Russell	Info on the history of the move to a single hauler trash franchise that occ	FAS	7/2/2018	
18-079	6/25/201	Barrenti	Reconciliation of the staffing census that is shown in the CAFR versus wh	FAS/PD	7/2/2018	8/28/2018
18-080	6/25/201	Barrenti	Independent auditor reports referenced within the CAFR	FAS	7/2/2018	8/28/2018
18-081	6/25/201	Barrenti	SS concerning the process and procedures utilized by Code Enforcement	PD/CM	7/2/2018	9/26/2018
18-082	6/25/201	Barrenti	Staff send email to all retail cannabis biz in Englewood to inform them of	Clerks/	7/2/2018	7/09/2018
18-083	6/25/201	Barrenti	Specific section of the sign code that articulates how much wall or windo	CD	7/2/2018	6/28/2018
18-084	6/25/201	Barrenti	Explanation of hwo graffiti is dealt with throughout the City	PD	7/2/2018	7/2/2018
18-085	6/25/201	Barrenti	Whether or not the Traditions Apartment complex was for sale	CD	7/2/2018	6/28/2018
18-086	6/25/201	Barrenti	Provide the email from Nature's Kiss regarding the retail grown to CM Si	Clerks	7/2/2018	7/16/2018

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18-088	7/3/2018	Russell	Irrigation at Jason Park	Parks	7/10/2018	7/3/2018
18-089	7/9/2018	Sierra	2815 S. Acoma St. - habitual offender vs. first time offender	PD/CD	7/16/2018	7/12/2018
18-090	7/9/2018	Sierra	2957 S. Logan St. - courts and citation process? When and should the Cit	CAO/C	7/16/2018	7/13/2018
18-091	7/10/201	Barrenti	Process relating to the amendment of a PUD	CD	7/17/2018	7/11/2018
18-092	7/10/201	Council	Requested that the PUD noticing distance and minimum area be sent to	CD	7/17/2018	7/12/2018
18-093	7/10/201	Barrenti	Exact balance of the Long Term Asset Reserve Fund	FAS	7/17/2018	8/24/2018
18-094	7/10/201	Barrenti	Exact amount of funding generated by the Englewood McLellan Reservo	FAS	7/17/2018	8/28/2018
18-095	7/10/201	Russell	Info on how Traditions is recertifying it's senior residents rent	CMO	7/17/2018	
18-096	7/10/201	Russell	Requested the next financial report should show a breakout of unrestrict	FAS	7/17/2018	8/28/2018
18-097	7/10/201	Barrenti	Info on the recent restraining order violation and how the County allowe	PD	7/17/2018	7/11/2018
18-098	7/10/201	Barrenti	Request for a crosswalk at Oxford and Clarkson	PW	7/17/2018	
18-099	7/10/201	Barrenti	Where in the Charter or Policy indicates authorization for the City Mana	CAO	7/17/2018	7/13/2018
18-100	7/10/201	Barrenti	Request for Code Enforcement policy to take police officers along when	PD	7/17/2018	7/11/2018
18-101	7/10/201	Olson	ETAC reexamine residential speed limits and lower them to 25 MPH in E	PW	7/17/2018	
18-102	7/10/201	Olson	PD and PW work on the traffic hot spot of Floyd and University at Kent P	PD/PW	7/17/2018	7/11/2018
18-103	7/10/201	Council	Council Request long form go out each week to show which requests ha	CMO	7/17/2018	7/12/2018
18-104	7/16/201	Wink	Signature events metrics and tracking	CMO	7/16/2018	7/16/2018
18-105	7/9/2018	Council	Legal process and legal history for franchising solid waste in Englewood?	CAO	7/16/2018	7/13/2018
18-106	7/9/2018	Council	Overview of the Englewood Environmental Foundation.	CAO	7/16/2018	7/13/2018
18-107	7/9/2018	Olson	Overview of the relationship between elected officials and municipal cou	CAO	7/16/2018	7/13/2018
18-108	7/9/2018	Russell	Understanding the different between legislative and quasi-judicial Public	CAO	7/16/2018	7/13/2018
18-109	7/9/2018	Council	Approval process for rezoning requests.	CAO	7/16/2018	7/13/2018
18-110	7/16/201	Barrenti	Use Tax calculation for Synergy Medical Office Building.	CMO	7/23/2018	7/16/2018
18-111	7/23/201	Barrenti	City's crime data for the year to include heat maps from the Crime Analy	PD	7/30/2018	8/22/2018
18-112	7/23/201	Olson	Clarification on City's crime data to be provided to previous graduates of	PD	7/30/2018	7/24/2018
18-113	7/23/201	Barrenti	Greater detail on the EMRF expenses through the sharing of the EMRF b	FAS	7/30/2018	
18-114	7/23/201	Barrenti	Requested IT policy on SPAM and how certain emails come through one	IT	7/30/2018	8/2/2018
18-115	7/20/201	Barrenti	Provide the comparable information for the PUD project presented on 7	CD	7/27/2018	7/20/2018
18-116	7/21/201	Wink	Request for CD's activities relative to Filling vacant retail spaces in Engle	CD	7/28/2018	7/24/2018
18-117	8/7/2018	Barrenti	Request for the true value of our water rights portfolio	PW	8/14/2018	8/8/2018

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18-118	8/7/2018	Barrenti	Udpate on status of complaint against 4201 S. Bannock loose dog; What	PD	8/14/2018	8/9/2018
18-119	8/9/2018	Olson	1270 East Bates Pkwy; two cars without plates, sofa in the driveway, two	PD	8/16/2018	8/9/2018
18-120	8/13/201	Martine	4097 S. Bannock St.	PD	8/20/2018	8/13/2018
18-121	8/14/201	Barrenti	Accounting for the Broadway flower pot project over the last several yea	FAS	8/21/2018	
18-122	8/14/201	Barrenti	Explanation of where funding was appropriated but not spent on project	FAS	8/21/2018	8/28/2018
18-123	8/14/201	Barrenti	What CDOT rules or regulations have changed from pervoius years as it	PW	8/21/2018	
18-124	8/14/201	Barrenti	History of the Malley Center and a summary of how the Center is funded	P&R	8/21/2018	8/25/2018
18-125	8/14/201	Barrenti	Did the solar panels on the roof of the civic center damanger the roof m	PW	8/21/2018	
18-126	8/14/201	Barrenti	Why did the cost increase so much on the Civic Center roof in such a sho	PW	8/21/2018	
18-127	8/14/201	Barrenti	Why won't CIRSA cover the hail damage to the Civic Center roof from th	HR	8/21/2018	8/16/2018
18-128	8/14/201	Barrenti	Document provided by Vicki Hoffman to the City Clerk.	Clerks	8/21/2018	8/14/2018
18-129	8/14/201	Barrenti	Financial breakdown of the funding received from the Arapahoe County	FAS	8/21/2018	
18-130	8/14/201	Olson	PW sweep up sand deposited on the corner of Eastman and York by the	PW	8/21/2018	
18-131	8/14/201	Barrenti	Employee census with costs for our employee base over the last 5 to 10	FAS/HR	8/21/2018	
18-132	8/14/201	Russell	Number of bicycle accidents in the City with locations listed for the past	PD/CM	8/21/2018	8/14/2018
18-133	8/14/201	Olson	Report on the money spent on the repair of the Civic Center roof	FAS	8/21/2018	
18-134	8/14/201	Barrenti	Number of people who have applied for the flood recover funds.	CD	8/21/2018	8/14/2018
18-135	8/14/201	Barrenti	Emergency purchase information on the SAN. Show where this funding	FAS	8/21/2018	8/20/2018
18-136	8/14/201	Barrenti	Copy of the flood recovery application	CD	8/21/2018	8/14/2018
18-137	8/14/201	Barrenti	Copy of the policy for how those who apply for a flood recover grant and	CD	8/21/2018	8/14/2018
18-138	8/23/201	Cuesta	Provide map of problem storm drains in town. Provide records of when t	PW	8/29/2018	
18-139	8/23/201	Barrenti	What volume of material was pulled out of the storm drain in the alley b	Util	8/29/2018	8/28/2018
18-140	8/23/201	Russell	Request for a 'NO right turn' sign in the parking lot of Caribou Coffee on	PW	8/29/2018	
18-141	8/27/201	Olson	Monitor young homeless male group around library that may be threate	PD	9/3/2018	8/28/2018
18-142	8/27/201	Olson	R1A Zone amd Household definition	CD	9/3/2018	8/24/2018
18-143	8/27/201	Russell	Request for an employee census; current vacancies within organization	HR	9/3/2018	
18-144	8/27/201	Barrenti	Constituent members of contractual services chart depicted in budget pr	FAS	9/3/2018	8/28/2018
18-145	8/27/201	Barrenti	Breakdown of the HR program indicating the 25% turnover rate. What is	HR	9/3/2018	
18-146	8/27/201	Council	Request that old audio recordings be fixed on the City's website.	Clerks	9/3/2018	
18-147	8/27/201	Council	The difference how data between 911 calls and nonemergency calls are	PD	9/3/2018	8/28/2018

Numbe	Date Req	Requeste	Request	Assigne	Due Date	Date Completed
18-148	8/28/201	Council	The number of Business that have closed after the City of Englewood co	FAS	9/4/2018	8/28/2018
18-149	8/29/201	Barrenti	Dispatch center call volume with breakout of 911 vs. emergent calls	PD	9/5/2018	8/28/2018
18-150	8/29/201	Wink	Meeting with Dir. Gonzalez to discuss retiree and turnover data	HR	9/5/2018	
18-151	8/29/201	Wink	Request ability to look at employee performance appraisal system and c	HR	9/5/2018	
18-152	8/29/201	Barrenti	Info on reclassification of seasonal employees to part time from 2017 to	HR	9/5/2018	
18-153	8/29/201	Olson	Write up on Pirates Cove: why it is not an enterprise fund? How is it fund	FAS/Pa	9/5/2018	
18-154	8/29/201	Olson	Playground condition assessment; Lifespan for new play systems	Parks	9/5/2018	9/5/2018
18-155	8/29/201	Martine	Will the building envelope improvements help with energy efficiency?	CMO	9/5/2018	9/10/2018
18-156	8/29/201	Olson	What improvements need to be made to the Civic Center building and w	PW	9/5/2018	
18-157	9/4/2018	Barrenti	Review of policies and possible remedies of unleashed dogs at Duncan P	Parks	9/11/2018	9/6/2018
18-158	9/5/2018	Martine	Illegal rental at 4188 S. Washington St. - investigate parking problems an	PD/CD	9/12/2018	9/11/2018
18-159	9/5/2018	Martine	Examine Report on the Chris Duis tree issue	CAO	9/12/2018	9/6/2018
18-160	9/5/2018	Cuesta	What is legal and what is not regarding short term rentals	CD	9/12/2018	9/6/2018
18-161	9/6/2018	Olson	2201 W. Iliff - explanation of process and rejection of a project by the Bo	CD	9/13/2018	9/18/2018
18-162	9/11/201	Russell	Request for the fee waiver info to be put in Englewood Citizen for Winte	Comm	9/18/2018	
18-163	9/11/201	Barrenti	Information on why the State of CO abandoned the standardized sales ta	FAS	9/18/2018	
18-164	9/11/201	Barrenti	Historical audit data information from the FAS.	FAS	9/18/2018	
18-165	9/11/201	Barrenti	Info on appeals of denials of permit waivers and flood grants	CD	9/18/2018	9/11/2018
18-166	9/18/201	Olson	Update on Flood Study	PW	9/25/2018	
18-167	9/18/201	Cuesta	Police report from 4170 S. Pearl Street and John Reed	PD	9/25/2018	9/18/2018
18-168	9/18/201	Wink	Update on ADU's and what next steps might be	CD	9/25/2018	9/18/2018
18-169	9/18/201	Martine	Has mattress been removed from alley in the 4600 block between Acom	PW	9/25/2018	
18-170	9/18/201	Barrenti	Show additional concrete ramp locations on City's website	PW	9/25/2018	
18-171	9/18/201	Olson	Description on how public auctions of surplus municipal equipment is m	FAS	9/25/2018	9/20/2018
18-172	9/18/201	Cuesta	Economic data or impact of the Englewood Block Party in the form of sal	Comm	9/25/2018	9/20/2018
18-173	9/24/201	Council	Send Excel spreadsheet of budget info to City Council members	FAS	10/2/2018	
18-174	9/26/201	Russell	Concerns regarding police response to a civil standby.	PD	10/3/2018	9/27/2018
18-175	9/26/201	Russell	Provide a list of properties that EEF and the City own versus the EEF Com	FAS	10/3/2018	
18-176	9/27/201	Barrenti	Provide additional history of the Employee Benefits and Risk Manageme	HR	9/25/2018	9/27/2018
18-177	10/2/201	Olson	Visit with resident about concern of neighbor's illegal shrot term rental	PD	10/9/2018	10/3/2018

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18-178	10/2/201	Olson	Report on the PD staffing allocated for the FY19 budget be completed wi	PD	10/9/2018	
18-179	10/2/201	Olson	EEF/EMRF restructure and plan brought forward within next 30 days	PW/CA	10/9/2018	
18-180	10/2/201	Olson	Workshop on infrastructure funding prior to the end of the year	CMO	10/9/2018	
18-181	10/8/201	Russell	Additional information on EEF	FAS	10/15/2018	10/8/2018
18-182	10/8/201	Sierra	Additional Budget Questions A. B. & C.	FAS	10/15/2018	10/8/2018
18-183	10/9/201	Barrenti	1. Status of any subleases the City has at City Center; 2. How are EEF CA	FAS/P	10/16/2018	10/16/2018
18-184	10/9/201	Council	Licensing and criminal check on Solar Valley LLC. - 980 E. Hampden Ave.	CD/PD	10/16/2018	
18-185	10/9/201	Council	Additional questions for SPWRP from 9-17-18 Regular Meeting.	WW	10/16/2018	10/9/2018
18-186	10/11/20	Martine	1. Public Hearing Questions 2. Council indirect benefit from code amend	CAO	10/18/2018	10/11/2018
18-187	10/11/20	Russell	The IRS status of EEF and EMRF	CAO	10/18/2018	10/11/2018
18-188	10/16/20	Council	Financial Reports regarding emergency purchase	IT	10/23/2018	10/16/2018
18-189	10/16/20	Olson	Outcomes from Greater Englewood Chamber of Commerce meeting wh	CD	10/13/2018	10/16/2018
18-190	10/17/20	Council	Update on K-Mart site	CD	10/24/2018	10/18/2018
18-191	10/17/20	Olson	Report on the cause and the delay in the recent repairs to the heating an	CD/PD	10/24/2018	
18-192	10/17/20	Council	Request for EEF/EMRF & EURA Journal Entries / Examples (not specific)	FAS	10/24/2018	
18-193	10/17/20	Council	Request for Debt Reserve (Fund Balance) South Platte - \$3.5M - Estimate	FAS	10/24/2018	
18-194	10/17/20	Council	2019 Proposed Budget - Fund Balance Page 161 (Civic Center - Debt Oth	FAS	10/24/2018	
18-195	10/17/20	Council	Mill Levy Ordinance - Financial Implication Example (Missing from 10/15	FAS	10/24/2018	
18-196	10/17/20	Council	Emergency IT Spending - \$236k; Send invoice payment confirmation and	FAS	10/24/2018	
18-197	10/17/20	Council	Employee Benefits (Maria G's spreadsheet from Kevin) - explain how neg	FAS	10/24/2018	
18-198	10/17/20	Council	Can Bond Premium be used for personnel?	FAS	10/24/2018	