

Parks, Recreation and Cultural Services



PR&CS Administration
1401 Recreation Way
Colorado Springs, CO 80905

Agenda

Parks, Recreation and Cultural Services Advisory Board

Thursday, May 11, 2022

7:30 a.m.

1401 Recreation Way

How to call in to the meeting for citizens:

Please dial +1 (720) 617-3426 Conference ID: 190 000 541#

How to comment:

- *For Citizen Discussion concerning items that are not on the agenda please email your comments to: PRCS-ParksAdvisoryBoard-SMB@coloradosprings.gov in advance of the meeting.*
- *For Agenda Items- Before the meeting, those who wish to comment should submit their name, telephone number, and the topic or agenda item for comment to PRCS-ParksAdvisoryBoard-SMB@coloradosprings.gov. If you are a participant in Microsoft TEAMS please use the chat function to indicate you would like to comment. If you have joined the meeting via conference call, please listen for your opportunity to comment. You will be called upon to comment using the last four digits of your telephone number. Please limit your comment to three minutes.*

Call to Order

Citizen Discussion

Time for any individual to bring before the Parks and Recreation Advisory Board any matter of interest they wish to discuss that is not elsewhere on the agenda. Comments are restricted to three (3) minutes; you will hear an alarm when your time is up. Please contact PR&CS staff no later than the last Wednesday of the month prior if you wish to place a longer presentation on the agenda.

Approval of Minutes – April 13, 2023

Minutes are posted no later than 5:00 pm on the Tuesday before the meeting at:
<https://coloradosprings.gov/city-council/page/parks-and-recreation-advisory-board>

Action Items

Memorial Park War Memorial

Jake Butterfield

Presentations

2024 Capital Improvement Project Recommendations

Kelly Rajab

Staff Updates

Horticulture Update

Alex Crochet

Velodrome Update

Britt Haley

Board Business

Adjournment

Colorado Springs Veterans Memorial Master Plan & Structural Assessment

PARKS BOARD

May 11, 2023

Project Background

- Members of the American Legion Post 5 noticed that, after over 50 years in existence, the condition of the Veterans Memorial have deteriorated: visible cracks in the monument and dilapidated pavement.
- Post 5 Commander made a formal presentation to City Council on September 14, 2021. City Council agreed that the memorial should be restored to the condition it deserves as such an important living memorial in Colorado Springs.

Project Background

- City Council Member Tom Strand engaged Colorado Springs Parks to administer the rehabilitation project (PRCS had originally administered the Memorial construction in 1968).
- Parks Department hired Stream Landscape Architecture & Planning to complete a master plan, along with a structural assessment of the central monument performed by investigative structural engineers at Martin/Martin.

Project Milestones & Timeline

1ST STAKEHOLDER WORKSHOP WITH VETERANS GROUPS

gather ideas / vision



FEBRUARY 3, 2022

2ND PUBLIC MEETING

present design concept



APRIL 28, 2022

PARKS BOARD / MASTER PLAN COMPLETION

issue master plan



APRIL 13, 2023

TODAY!

CONSTRUCTION DOCUMENTS & BIDDING

design development



SUMMER & FALL 2023

CONSTRUCTION FOLLOWED BY COMMEMORATION EVENT

consultant hired



2024

Site Background & Memorial History



“American Legion to Spark Veterans New Memorial”

April, 1968



“Recreation Director Outlines Memorial Role in Park Plan”

May, 1968



“Huge Crowd Attends Veterans Memorial Dedication”

November 11, 1968

Site Background & Memorial History



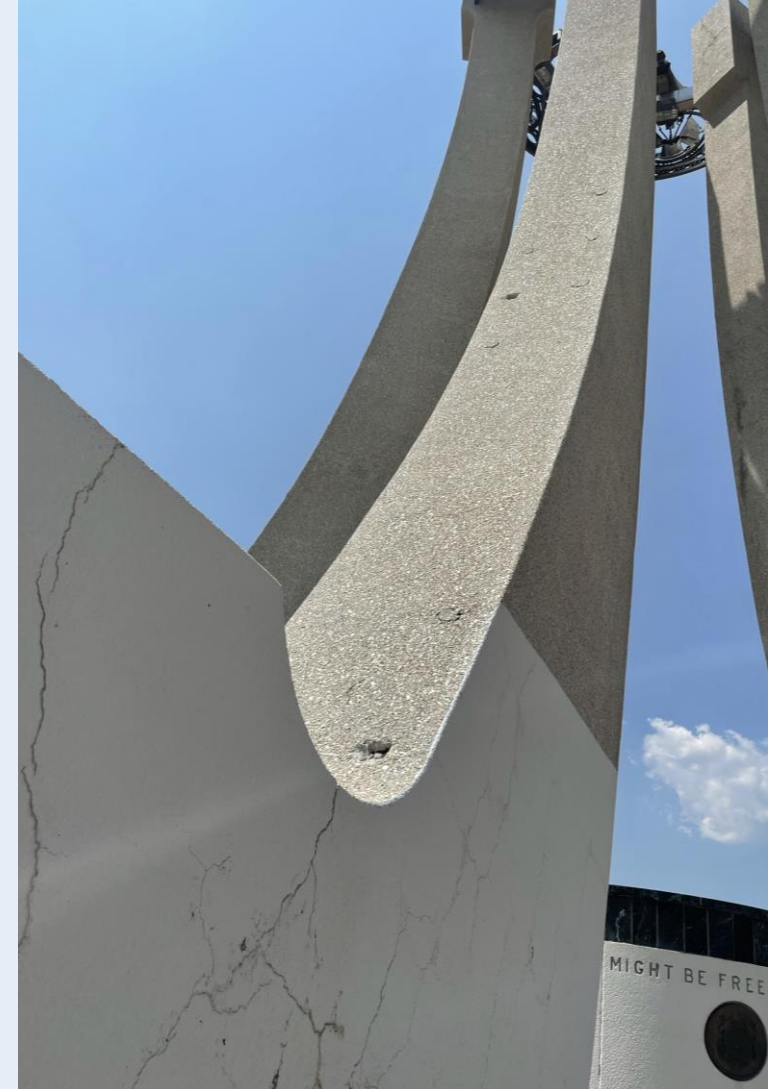
The plaza, which will accommodate several thousand people, is to be beautified with landscaping that will provide screening from the recreation area of the park.

Colorado Springs
Gazette, 1968

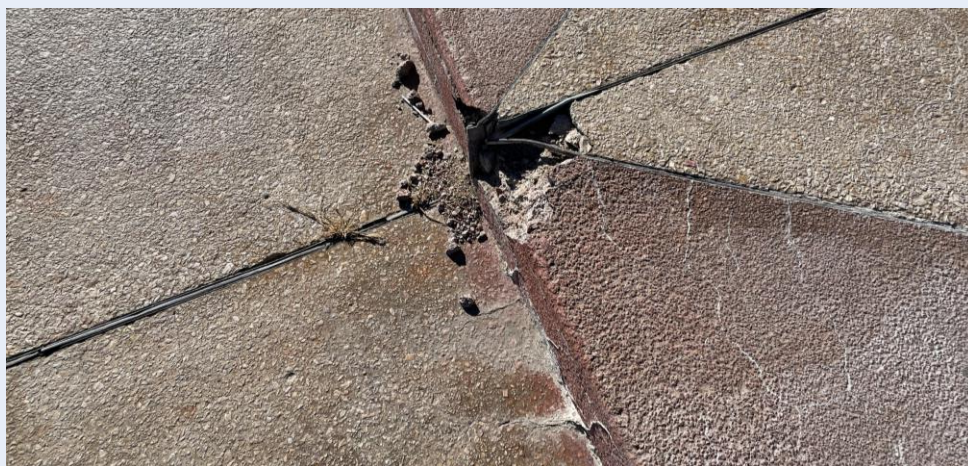
Site Background & Memorial History



Current Conditions: *Structure*



Current Conditions: *Site / Plaza*

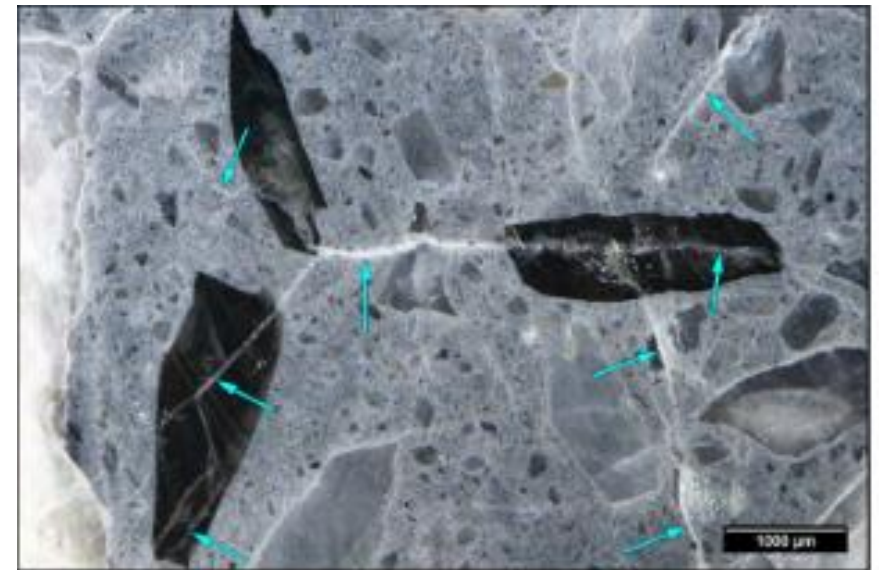


Project Goals

- **STRUCTURAL INTEGRITY:** Rehabilitate the central monument structure and repair crumbling concrete paving and other dilapidated site features.
- **CIRCULATION & ACCESSIBILITY:** Allow for universal access to the memorial spaces for all visitors.
- **MAINTAINABLE & EXPANDABLE:** Enable future additional monuments in an organized overall design and ensure maintainability.
- **ENHANCED EXPERIENCE:** Flexible design to accommodate group events, solitary / contemplative experience, or both.

Structural Assessment: UPDATE

- Initial Assessment Winter 2021/2022
Follow-up January of 2023
- Concrete deterioration is due to a chemical reaction between the cement and the aggregate (ASR)
- ASR is triggered by presence of water
- On-going testing of limited samples indicates low potential for continued ASR



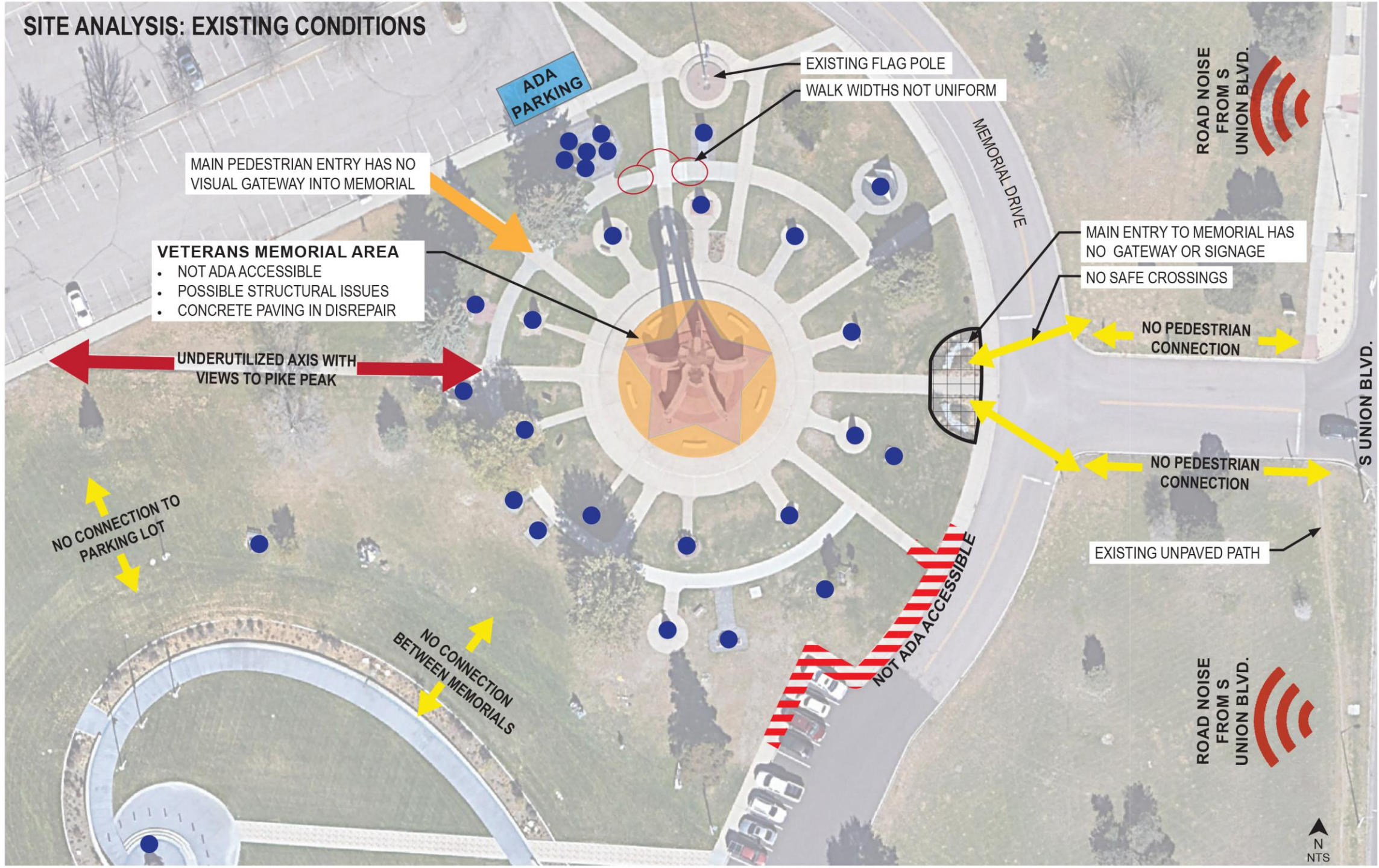
Structural Assessment: UPDATE

Recommendations – Three Options

- Best: Replace the Concrete Columns
- Better: Repair damaged concrete and install weather protection including coatings and flashing. May extend the life of the structure up to 20 yrs. Will alter the appearance somewhat.
- Good: Repair damaged concrete in areas not visible. Install non-visible water repellent and flashing. May extend the life of the structure 10 years. Least impact on current appearance.



SITE ANALYSIS: EXISTING CONDITIONS



ADA PARKING

EXISTING FLAG POLE
WALK WIDTHS NOT UNIFORM

ROAD NOISE FROM S UNION BLVD.

MAIN PEDESTRIAN ENTRY HAS NO VISUAL GATEWAY INTO MEMORIAL

VETERANS MEMORIAL AREA
• NOT ADA ACCESSIBLE
• POSSIBLE STRUCTURAL ISSUES
• CONCRETE PAVING IN DISREPAIR

MAIN ENTRY TO MEMORIAL HAS NO GATEWAY OR SIGNAGE
NO SAFE CROSSINGS

UNDERUTILIZED AXIS WITH VIEWS TO PIKE PEAK

NO PEDESTRIAN CONNECTION

NO CONNECTION TO PARKING LOT

NO PEDESTRIAN CONNECTION

NO CONNECTION BETWEEN MEMORIALS

EXISTING UNPAVED PATH

NOT ADA ACCESSIBLE

ROAD NOISE FROM S UNION BLVD.



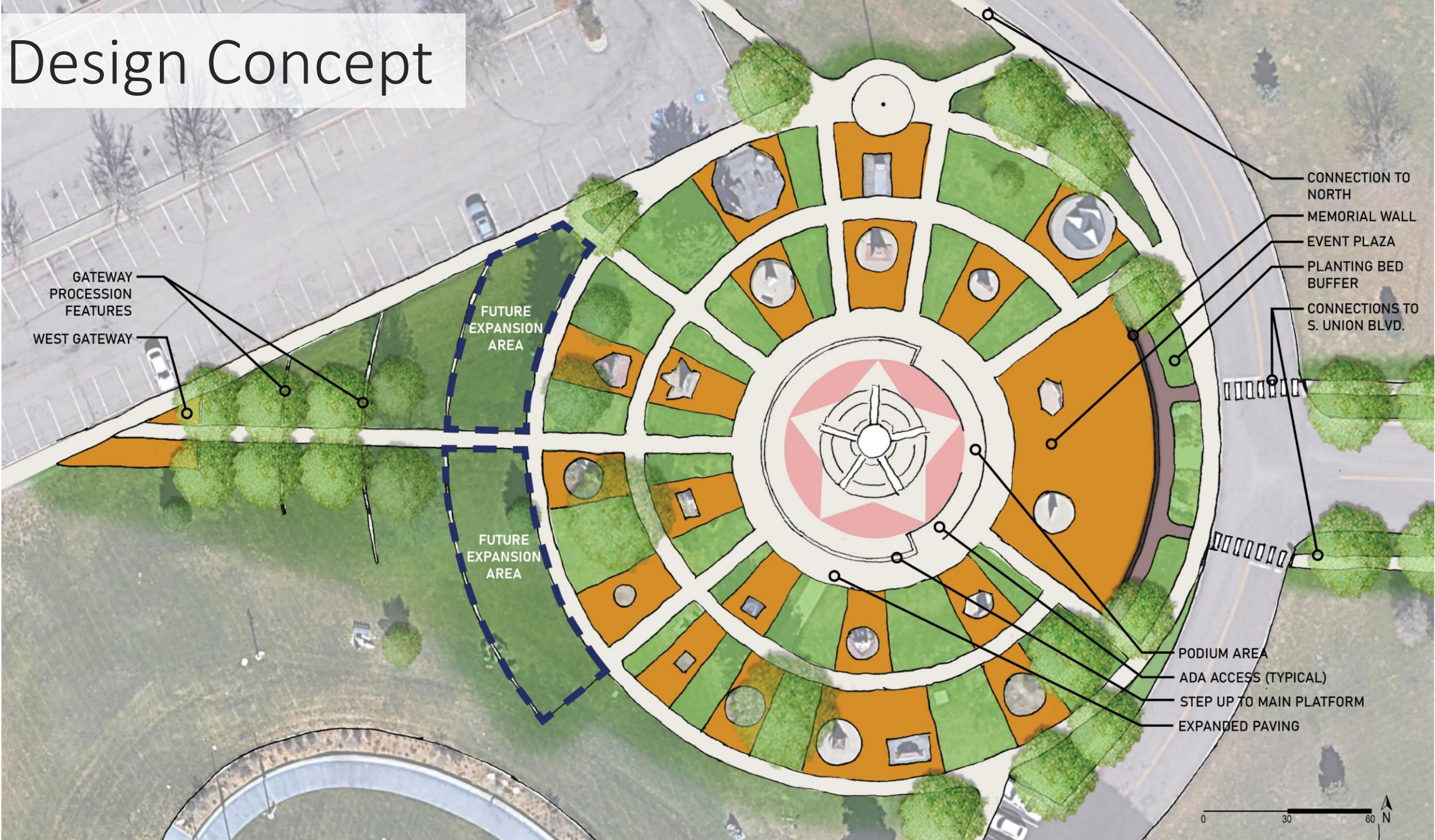
What We Heard at the Veterans Stakeholder Meeting

How the site is being used:

- Large Veterans Events (200-300 people for Veterans Day & Memorial Day events)
- Smaller Veterans Meetings & Events, throughout the year
- General public use: families, small groups and individuals



Design Concept



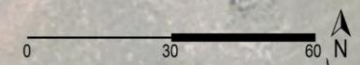
GATEWAY
PROCESSION
FEATURES
WEST GATEWAY

FUTURE
EXPANSION
AREA

FUTURE
EXPANSION
AREA

CONNECTION TO
NORTH
MEMORIAL WALL
EVENT PLAZA
PLANTING BED
BUFFER
CONNECTIONS TO
S. UNION BLVD.

PODIUM AREA
ADA ACCESS (TYPICAL)
STEP UP TO MAIN PLATFORM
EXPANDED PAVING

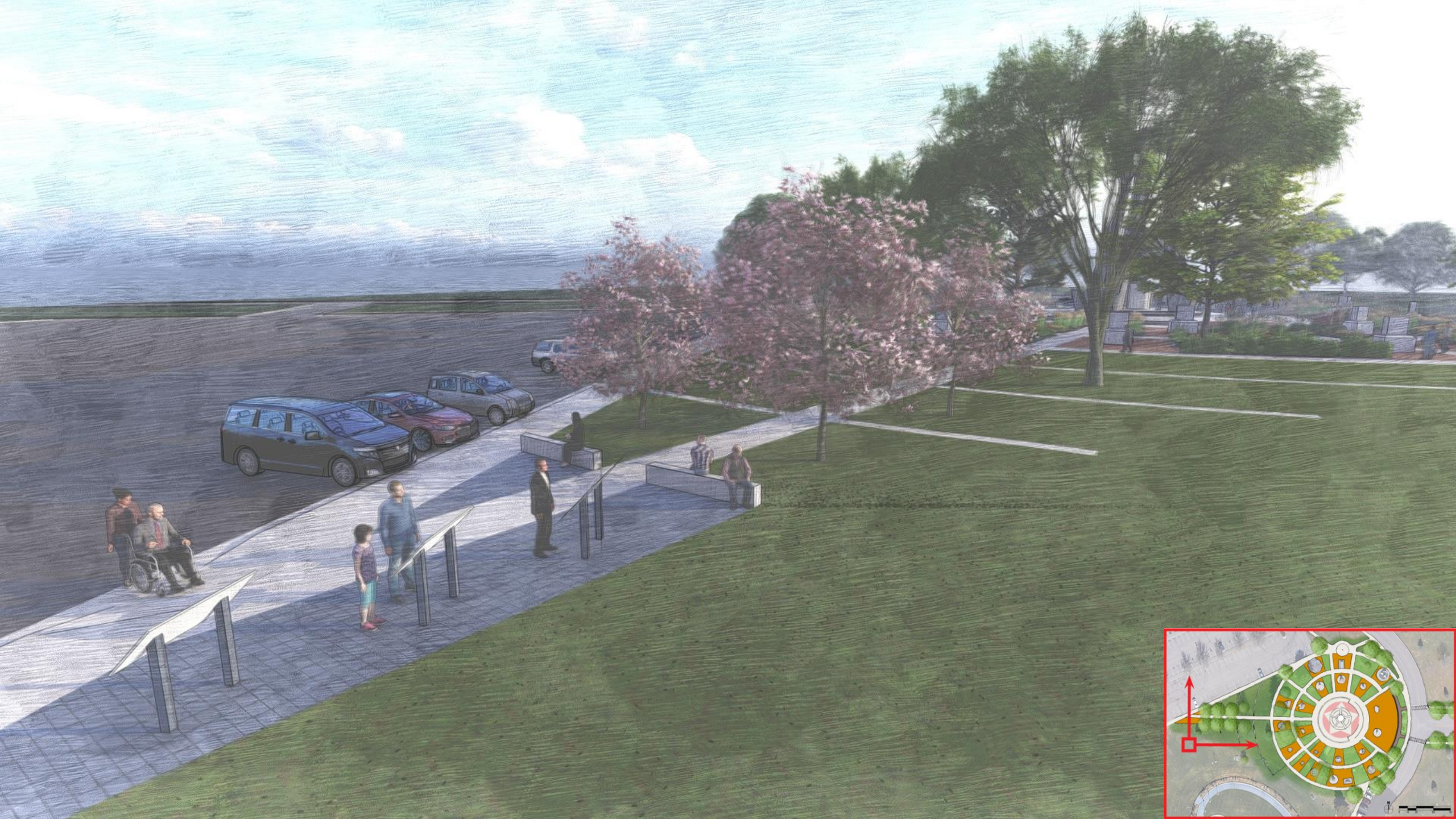




VETERANS
MEMORIAL









VETERANS
MEMORIAL

Next Steps

**1ST STAKEHOLDER
WORKSHOP WITH
VETERANS GROUPS**

gather ideas / vision



FEBRUARY 3, 2022

**2ND PUBLIC
MEETING**

present design concept



APRIL 28, 2022

**PARKS BOARD /
MASTER PLAN
COMPLETION**

issue master plan



APRIL 13, 2023

**CONSTRUCTION
DOCUMENTS & BIDDING**

design development



SUMMER & FALL 2023

NEXT

**CONSTRUCTION
FOLLOWED BY
COMMEMORATION EVENT**

consultant hired



2024

MEMORIAL IDENTIFICATION

- ① CLOCK TOWER MEMORIAL
- ② 104TH INFANTRY DIVISION "THE TIMBER WOLVES" MEMORIAL
- ③ CADET WING AND STAFF MEMORIAL
- ④ COLORADO SPRINGS VETERANS MEMORIAL
- ⑤ UNITED STATES AIR FORCE IN THE PIKES PEAK REGION MEMORIAL
- ⑥ 71ST INFANTRY DIVISION MEMORIAL
- ⑦ 89TH INFANTRY DIVISION AT CAMP CARSON MEMORIAL
- ⑧ PURPLE HEART MEMORIAL
- ⑨ FAC MEMORIAL
- ⑩ FAC NAMES WALL MEMORIAL
- ⑪ FAC BENCH MEMORIAL
- ⑫ FAC BENCH MEMORIAL
- ⑬ TACP MEMORIAL
- ⑭ MISTY MEMORIAL
- ⑮ CANADIAN AND UNITED STATES FORCES MEMORIAL
- ⑯ SPECIAL FORCES MEMORIAL
- ⑰ FREEDOM MEMORIAL
- ⑱ KOREAN WAR MEMORIAL
- ⑲ POW/MIA/EX-PRISONERS OF WAR MEMORIAL
- ⑳ VIETNAM WAR MEMORIAL
- ㉑ AEROSPACE DEFENSE MEMORIAL
- ㉒ SUBMARINER MEMORIAL
- ㉓ MARINE CORPS LEAGUE
- ㉔ IN HONOR OF SAILERS & MARINES MEMORIAL
- ㉕ FT. CARSON FALLEN MEMORIAL
- ㉖ FUTURE SITE MEMORIAL
- ㉗ BUFFALO SOLDIERS MEMORIAL
- ㉘ WAR DOG MEMORIAL
- ㉙ PEACE OFFICERS MEMORIAL
- ⑩ UNKNOWN - TO BE CONFIRMED
- ⑪ FLAG POLE



S UNION BLVD.



Proposed Motion

A motion to recommend repair option #2, which would repair cracking to limit moisture penetration and install surface coating. Subject to further funding, the Parks, Recreation and Cultural Services Advisory Board also recommends the additional design elements identified by Stream Landscape Architecture.

COLORADO SPRINGS PARKS AND RECREATION DEPARTMENT

Parks, Recreation and Cultural Services Advisory Board

Date: May 11, 2023

Item Number: Action Item #1

Item Name: Memorial Park Veterans Memorial Structural Study and Design for Renovation

SUMMARY:

The Parks, Recreation and Cultural Services Department is looking for a recommendation on the planning document that shows information and recommendations on the structural study of the Veterans Memorial as well as possible improvements.

BACKGROUND:

In 2020 Councilmember Tom Strand asked former Park Maintenance and Operations Manager, Kurt Schroeder, to investigate possible improvements for the Veterans Memorial located in Memorial Park. Colorado Springs Parks Department contracted with Stream Landscape Architecture to run a planning process to identify the history of the Memorial to include when and how it was built. Stream held two public meetings with the focus on what different veterans' groups in Colorado Springs think of the current state of the memorial and what they would like to see the memorial become.

This process created a question about the structural integrity of the memorial. As a part of the planning process a year long study to understand the alkali-silica reaction (ASR), the study reviewed deleterious swelling reaction that occurs over time in concrete between the highly alkaline cement paste and the reactive amorphous (i.e., non-crystalline) silica found in many common aggregates, given sufficient moisture. The study is now complete, the statement below is the general conclusion:

The interpretation of results found in the test method indicates if the expansion after one year is $<0.003\%$ then you can expect no more reaction in the field. If the results show $>0.003\%$ then you can expect some additional expansion in the field. The data shows an expansion greater than 0.003% based on the first few readings. After the initial expansion the reading did not indicate any significant expansion. The conclusion is some expansion can be expected, but it will not be significant.

Following this conclusion, the study provided three options to repair the structure. 1. Do nothing, install surface coating. 2. Repair cracking to limit moisture penetration, install surface coating. 3. Rebuild entire structure. Staff has identified option 2 as the most cost-effective solution for the long term.

This planning process also looked at updates to the memorial. Updates to key elements would include circulation and accessibility, maintenance and the ability to expand, and lastly, enhancing the visitor experience.

FINANCIAL IMPLICATIONS:

Councilmember Strand and Mayor Suthers have secured \$500,000 in Federal American Recovery Plan Act (ARPA) funds for this project. Construction documents would require additional funding.

STAKEHOLDER PROCESS:

As part of this process, Stream conducted two public meetings with veteran groups and stakeholders that surround Memorial Park.

ALTERNATIVES:

The Parks, Recreation and Cultural Services Advisory Board may decline to recommend the proposed plan.

RECOMMENDATION:

Staff recommends repair option #2, which would repair cracking to limit moisture penetration and install surface coating. Subject to further funding, staff also recommends the additional design elements identified by Stream Landscape Architecture.

PROPOSED MOTION:

A motion to recommend repair option #2, which would repair cracking to limit moisture penetration and install surface coating. Subject to further funding, the Parks, Recreation and Cultural Services Advisory Board also recommends the additional design elements identified by Stream Landscape Architecture.

Attachments:

PowerPoint Presentation

Parks, Recreation and Cultural Services 2024 Proposed Capital Improvement Budget

Parks, Recreation and Cultural Services
Advisory Board

May 11, 2023

Kelly Rajab – Analyst II, Finance and Budget



Informing the Budget Process



- Park System Master Plan
- Parks, Recreation & Cultural Services Strategic Plan
- City Strategic Plan
- Community Input – needs and desires
- Opportunities to Leverage Funding
- Strategic Timing of Projects
- Urgent Repairs and Renovations
- Funding Requirements and Project Eligibility
- Board and Committee Input
- Mandates and Paybacks
- Staff Capacity

Assumptions

- Sales tax revenue assumes a 1%-2% growth rate in 2024 and 2% growth in subsequent years
- Salary & Benefits forecasted to increase 5.25%
 - Compensation 2.25% annually
 - Healthcare costs 1.5% annually
 - Pension costs 1.5% annually
- Materials, services and contracts 3% increase for inflation

Ballfield Fund Proposed 2024 CIP Budget

Ballfield Capital Improvements Fund Player Fees

Purpose-Special revenue fund to provide for maintenance and improvements to baseball and softball fields throughout the city.

Ballfield Fund

2023 Fund Balance Estimate

Ballfield fund estimated 2022 EOY Fund Balance	\$ 199,437*
 Add: 2023 Estimated Revenue	\$ 82,200
 Less: 2023 Budgeted Expenditures	(\$ 247,154)
2023 Estimated Total EOY Fund Balance	\$ 34,483
 Hold 10% Reserve	<u>(\$ 8,220)</u>
2023 Estimated Available Fund Balance	\$ 26,263

*2022 Annual Comprehensive Financial Report (ACFR) preliminary, unaudited figures

Ballfield Fund Proposed 2024 CIP Budget

2024 Estimated Revenue = \$ 82,200
2023 Available Fund Balance = \$ 26,263
2024 Total Available Funding = \$108,463
2024 Total Proposed Budget = \$ 110,150

2024 Proposed Ballfield Fund Budget	
Skyview Sports Complex Turf Replacement	\$ 110,000
Bank and Investment Fees	\$ 150
Total 2024 Proposed Ballfield Fund Budget	\$ 110,150

Ballfield Fund = 100% Capital Improvement Projects



Skyview Sports Complex Turf Replacement

- Replace two remaining infields at facility with new artificial turf.
- **2024 Proposed Ballfield Fund**
\$110,000

*Total project cost \$180,000
(Ballfield Fund and CTF)*

CTF

Proposed 2024 CIP Budget

Conservation Trust Fund (CTF) Lottery Proceeds

Purpose-To provide a means of acquiring, developing, and maintaining new conservation sites, and for capital improvements or maintenance for recreational purposes on any public sites.

CTF 2023 Fund Balance Estimate

CTF Estimated 2022 EOY Fund Balance	\$ 2,858,313*
Add: 2023 Estimated Revenue	\$ 5,927,139
Less: 2022 Project & PO rollover	(\$519,359)
Add: 2022 A/P Accruals	\$15,296
Less: 2022 Memo Encumbrance	(\$272,577)
Less: 2023 Budgeted Expenditures	(\$ 6,382,970)
2023 Estimated Total EOY Fund Balance	\$ 1,625,842
Hold 10% Reserve	<u>(\$ 592,714)</u>
2023 Estimated Available Fund Balance	\$ 1,033,128

*2022 Annual Comprehensive Financial Report (ACFR) preliminary, unaudited figures

CTF Proposed 2024 CIP Budget



2024 CTF Total Projected Revenue = \$ 6,010,000*

Max Fund Draw = \$ 1,033,128

Max Available = \$ 7,043,128

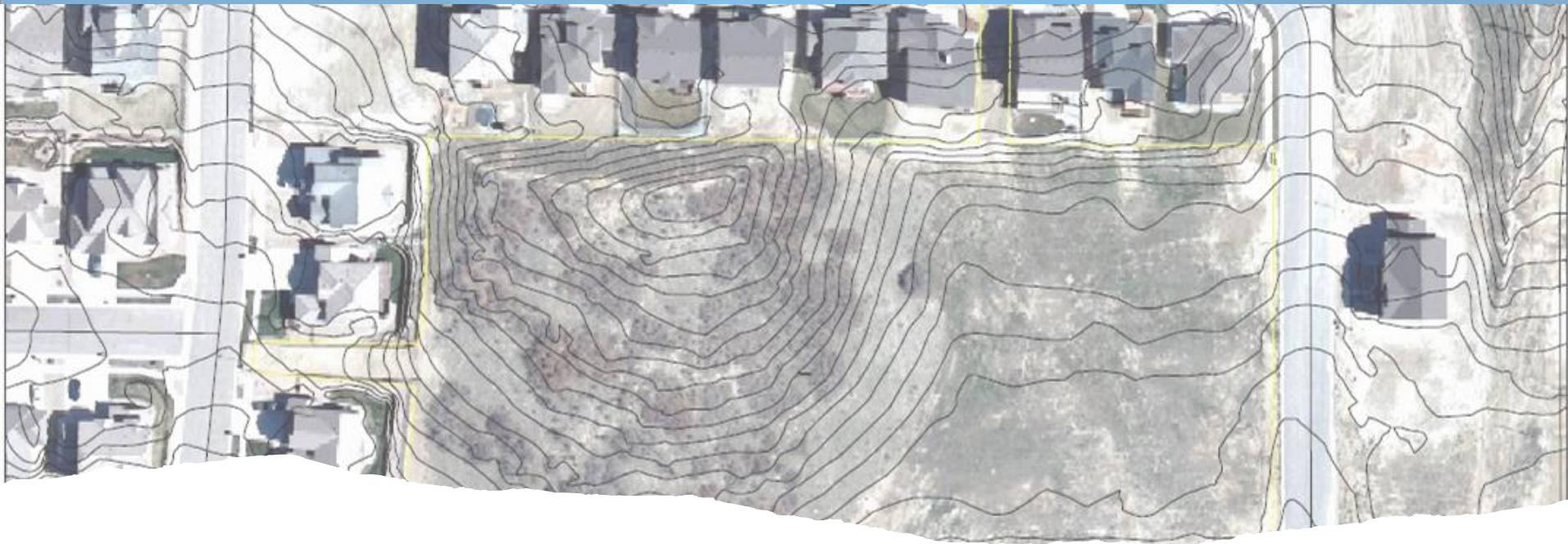
2024 Total Proposed CTF Budget = \$7,099,863

CTF Proposed Operating	
2024 CTF Operating Budget	\$ 6,374,863
CTF Proposed CIP Projects	
Red Rock Canyon Landfill	\$ 35,000
Maintenance of Outdoor Sculpture	\$ 20,000
Grey Hawk Park Implementation	\$ 500,000
Skyview Sports Complex Turf Replacement	\$ 70,000
Economic Benefits of Parks Study Update	\$ 100,000
Total Proposed 2024 CTF CIP Projects	\$ 725,000

*From long range planning data. Subject to adjustment by Budget Office later in the budget process. 10

CTF Proposed 2024 Budget \$7,099,863

2024 CTF Percent Salary & Benefits, Operating, CIP		
	Budget	% of total
Salaries & Benefits	5,364,105	76%
Operating	1,010,759	14%
CIP	725,000	10%
Total	7,099,863	100%



Grey Hawk Park Implementation

- **Implementation of master plan including construction documents and construction of park elements.**
- **2024 Proposed CTF \$ 500,000**

*Total Project Cost \$1.7M – \$2.1M
(CTF, TOPS and TBD)*



Skyview Sports Complex Turf Replacement

- Replace two remaining infields at facility with new artificial turf.
- **2024 Proposed CTF \$70,000**

*Total project cost \$180,000
(Ballfield Fund and CTF)*

Other CTF Projects

- Red Rock Canyon landfill monitoring annual contract - \$35,000
- Outdoor sculpture maintenance - \$20,000
- Economic benefits of parks study update - \$100,000

PLDO

Proposed 2024 CIP Budget Public Space and Development (Parkland Dedication Ordinance)

Purpose-To provide for the development of parks and open space in new subdivisions.

PLDO Fund Balance by Category



PLDO Revenue 2021 through 04-30-2023 (from 43066-PLDO Neighborhood GSA)		
Description		Amount
Bluffs	PLD01	498,893.50
Foothills	PLD02	415,094.00
Mountain	PLD03	44,685.00
Pioneer	PLD04	690,244.00
Plains	PLD05	801,027.40
Streams	PLD07	609,900.00
Woodlands	PLD08	556,341.00
Grand Total		3,616,184.90
No data for PLD06-Prairie		
PLDO Revenue 2021 through 04-30-2023 (from 43067-PLDO Community Parks)		
Description		Amount
Community Parks	43067	3,101,534.50
Grand Total		3,101,534.50

PLDO Proposed 2024 CIP Budget

2024 Proposed PLDO Budget	
PLDO Acquisitions	\$ 10,000
Total 2024 Proposed PLDO Budget	\$ 10,000

Funds will be used for fees related to acquisitions such as surveys, appraisals, title fees, and small easement acquisitions. Expenses will be applied to cost of acquisitions as they occur.

PPRTA

Proposed 2024 CIP Budget

Pikes Peak Rural Transportation Authority

1% Sales Tax

Purpose-To improve and maintain roads and support public transit.

****No PPRTA II projects will be funded in the 2024 budget.***

PPRTA II

- All approved PPRTA II projects have been funded
- No new PPRTA funding for PRCS through 2025
- Information about the proposed list can be found:
<https://coloradosprings.gov/project/pprta-3-potential-projects>

TOPS

Proposed 2023 CIP Budget

Trails, Open Space and Parks Fund (TOPS)

0.1% Sales Tax

TOPS Ordinance



Trails, Open Space and Parks (TOPS) revenue is generated from a 0.1% sales and use tax adopted by voters in April 1997, extended by voters in 2003, and extended by voters again in 2023. The tax will now expire in 2045.

There are 5 categories of spending allowed by the TOPS ordinance (Ord.97-96; Ord. 01-42):

Off the top

- **Administration-** 3% for TOPS administration, planning and management
- **Maintenance-** 6% for stewardship and maintenance of properties acquired with TOPS funds

Of the remaining

- **Open Space-** Minimum 60% for acquisition and stewardship of (all) open space lands. 75% of this amount for acquisition of Open Space.
- **Trails-** Maximum 20% for construction, acquisition and maintenance of (all) trails.
- **Parks-** Maximum 20% for acquisition and construction of new parks AND to acquire, construct, establish and maintain new parks and related facilities and to maintain and renovate all City Parks.

2022 End-of-Year Revenue Report



0.1% Trails, Open Space and Parks Tax - TOPS For Filing Period Ended December 31*

<u>Month Paid to City</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>% Over(Under) Previous Year</u>
February	634,092	681,817	676,078	741,043	828,525	11.81%
March	612,770	616,420	626,138	742,255	824,847	11.13%
April	770,705	814,083	700,611	997,375	1,076,126	7.90%
May	671,799	727,369	569,042	898,625	1,017,271	13.20%
June	743,604	732,903	708,683	918,895	983,720	7.05%
July	848,239	875,596	878,140	1,127,282	1,179,995	4.68%
August	750,952	803,205	824,140	1,008,377	1,087,594	7.86%
September	800,867	788,458	803,665	979,345	1,066,174	8.87%
October	833,452	841,777	922,298	1,076,829	1,154,188	7.18%
November	762,126	767,044	828,200	949,006	1,008,826	6.30%
December	742,788	714,708	773,509	914,992	930,020	1.64%
January	890,745	912,037	1,003,989	1,204,193	1,232,330	2.34%
Total (Year-to-Date)	9,062,141	9,275,416	9,314,492	11,558,217	12,389,616	7.19%
Refunds (Year-to-Date)	21,651	18,783	46,735	39,110	47,491	
Net Revenue (Year-to-Date)	9,040,490	9,256,633	9,267,757	11,519,107	12,342,125	

* Filing period is the month the tax monies are collected by the retailer from their customers

TOPS Fund Future Revenue 2024-2028

TOPS projected revenue with forecasted annual amount 2024-2028

	2024	2025	2026	2027	2028	TOTALS (Next 5 Years)
Projected Revenue						
Forecasted Annual Amount	\$ 13,456,860	\$ 13,725,997	\$ 14,000,517	\$ 14,280,527	\$ 14,566,138	\$ 70,030,040
Administration allowable (3%)	\$ 403,706	\$ 411,780	\$ 420,016	\$ 428,416	\$ 436,984	\$ 2,100,901
Maintenance allowable (6%)	\$ 807,412	\$ 823,560	\$ 840,031	\$ 856,832	\$ 873,968	\$ 4,201,802
Adjusted category revenue	\$ 12,245,743	\$ 12,490,657	\$ 12,740,471	\$ 12,995,280	\$ 13,255,186	\$ 63,727,336
Trails allowable (20% Max)	\$ 2,449,149	\$ 2,498,131	\$ 2,548,094	\$ 2,599,056	\$ 2,651,037	\$ 12,745,467
Parks allowable (20% Max)	\$ 2,449,149	\$ 2,498,131	\$ 2,548,094	\$ 2,599,056	\$ 2,651,037	\$ 12,745,467
Open Space allowable (60% min)	\$ 7,347,446	\$ 7,494,394	\$ 7,644,282	\$ 7,797,168	\$ 7,953,111	\$ 38,236,402
75% of Open Space-Acquisition	\$ 5,510,584	\$ 5,620,796	\$ 5,733,212	\$ 5,847,876	\$ 5,964,834	\$ 28,677,301

TOPS Fund Summary

2022 Estimated Fund Balance

Total Revenue-Life of Tax
(Through December 2022) 182,606,406

Category	Life of Tax 1997-2022		Through 12-2022		Estimated Available Fund Balance by Category Through December 2022
	Total Expenditures- Life of Tax	Percent Spent- Life of Tax	Total Encumbrances	Remaining Budget	
Administration-3%	4,850,759	2.66%	9,235	25,025	301,527
Maintenance-6%	9,731,226	5.33%	-	(16,400)	638,493
Trails-20% max	25,125,842	15.04%	1,345,855	6,068,136	873,474
Parks-20% max	31,880,753	19.08%	345,112	741,680	445,763
Open Space-60% min	92,007,383	55.07%	137,328	2,416,775	5,678,438
	163,595,963	89.59%			

Figures are preliminary and unaudited.

Wild Horse Open Space and Corral Bluffs Expansion purchases in Q1 2023 = \$7,855,000

Preliminary 2024 Revenue

Trails, Open Space, and Parks **\$ 13,456,860**

2024 TOPS Revenue by Category

TOPS Administration - 3%	\$ 403,706
TOPS Maintenance - 6%	\$ 807,412
TOPS Trails - 20% max	\$ 2,449,149
TOPS Parks - 20% max	\$ 2,449,149
TOPS Open Space - 60% min	\$ 7,347,446
<i>75% of Open Space - Acquisition</i>	<i>\$ 5,510,584</i>

Revenue subject to adjustment in forecast by Budget Office

TOPS Administration



Proposed Administration Budget for 2024

TOPS Administration – 3%	
Administration Available Revenue	\$ 403,706
Draw from Fund Balance	\$ 5,345
Total Proposed 2024 TOPS Administration Budget	\$ 409,051

TOPS Administration Salaries & Benefits vs. Operating

	Budget	% of total
Salaries & Benefits	356,311	87%
Operating	52,739	13%
Total	409,051	100%

TOPS Maintenance



Proposed Maintenance Budget for 2024

TOPS Maintenance – 6%	
Maintenance Available Revenue	\$ 807,412
No Draw from Fund Balance	\$ 0
Total Proposed 2024 TOPS Maintenance Budget	\$ 797,124

TOPS Maintenance Salaries & Benefits vs. Operating

	Budget	% of total
Salaries & Benefits	591,044	74%
Operating	206,080	26%
Total	797,124	100%

TOPS Trails Category



2024 Trails (20% Max) Total Available = \$2,449,149

2024 Total Proposed Trails Category = \$900,000

Proposed Trails Category CIP Project List	
Austin Bluffs/University Park Implementation	\$ 200,000
Blodgett/Pikeview Open Space Implementation	\$ 200,000
Chamberlain Trail-South	\$ 100,000
Fisher Canyon Open Space Implementation	\$ 200,000
Palmer Mesa Trail	\$ 100,000
Sand Creek Trail, Airport to Palmer Park	\$ 100,000
Total Proposed 2024 Trails CIP Projects	\$ 900,000

TOPS Trails = 100% Capital Improvement Projects



Austin Bluffs/ University Park Implementation

- Implementation of Master Plan including trailheads, trails, and signage.
- **2024 Proposed TOPS Trails**
\$200,000

Total project cost undetermined



Blodgett/ Pikeview Implementation

- Implementation of Master Plan including trailhead, trails, and signage.
- **2024 Proposed TOPS Trails**
\$200,000

Total project cost undetermined



Chamberlain Trail

- Acquisition and construction of segments from North Cheyenne Canon Park to Fishers Canyon Open Space
- **2024 Proposed TOPS Trails**
\$100,000

Total project cost undetermined



Fishers Canyon Implementation

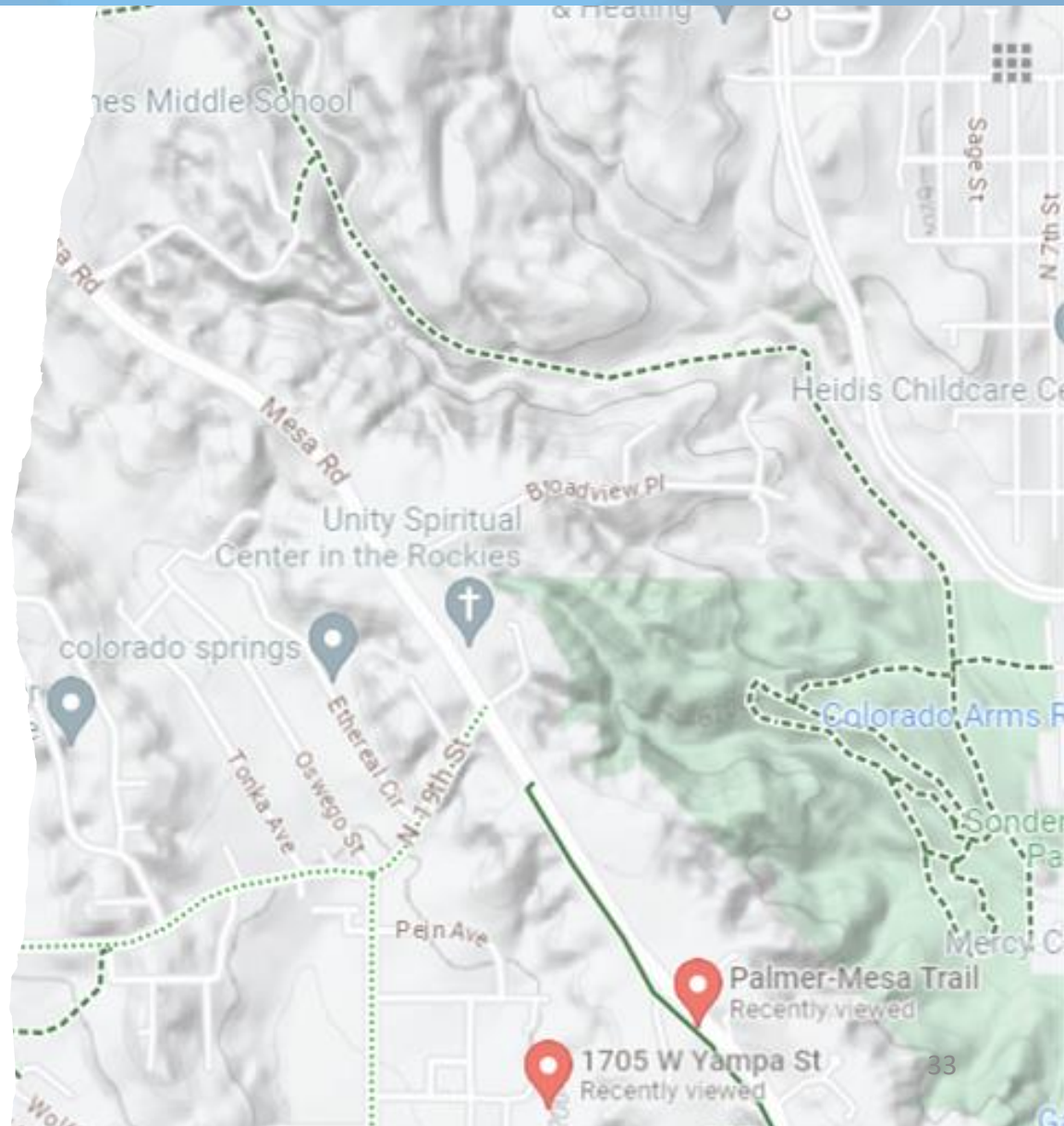
- Implementation of 2023 Master Plan including trailhead, trails, and signage
- **2024 Proposed TOPS Trails \$200,000**

Total project cost undetermined

Palmer Mesa Trail Design and Planning

- Design and planning of improvements to Palmer Mesa Trail
- **2024 Proposed TOPS Trails**
\$100,000

Total project cost undetermined



Sand Creek Trail- Airport to Palmer Park

- Design and planning of Sand Creek Trail segment from Airport Road to Palmer Park Blvd.
- **2024 Proposed TOPS Trails**
\$100,000

Total project cost undetermined



TOPS Parks Category



2024 Parks (20% Max) Total Available = \$ 2,449,149

Max Fund Draw = \$445,763

Max Available = \$2,894,912

2024 Total Proposed Parks Category = \$2,844,087

TOPS Parks Operating

2024 Parks Operating Budget

\$ 1,721,087

TOPS Parks CIP Projects

Grey Hawk Park Implementation

\$ 500,000

Jimmy Camp Creek/Corral Bluffs

\$ 250,000

Irrigation Renovations:

Bricker Park

\$ 136,000

Otero Park

\$ 133,000

Tomah Park

\$ 107,000

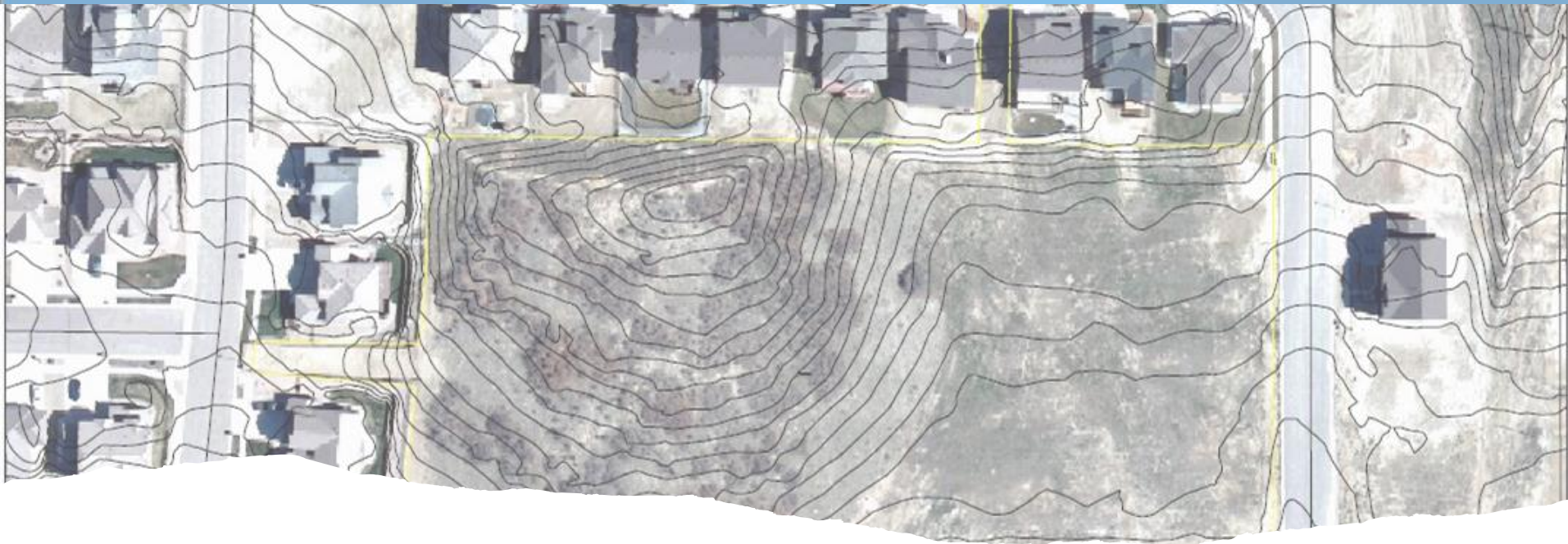
Total Proposed 2024 Parks CIP Projects

\$ 1,126,000

TOPS Parks Proposed 2024 Budget \$2,844,087

TOPS Parks Salaries & Benefits vs Operating vs. CIP

	Budget	% of total
Salaries & Benefits	397,382	14%
Operating	1,323,705	47%
Capital	1,123,000	39%
Total	2,844,087	100%



Grey Hawk Park Implementation

- **Implementation of Master Plan including construction documents and construction of park elements.**
- **2024 Proposed TOPS Parks \$500,000**

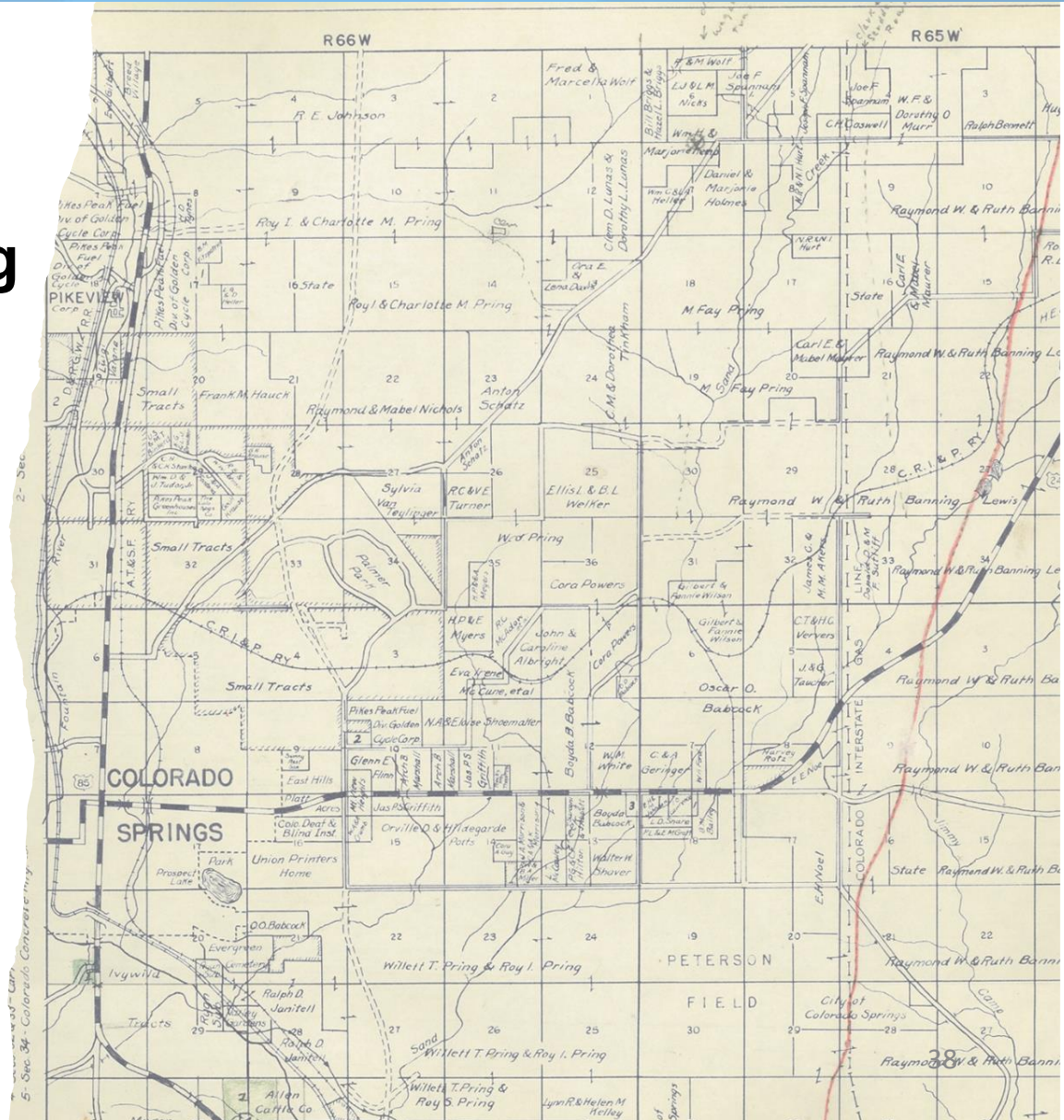
*Total Project Cost \$1.7M – \$2.1M
(CTF, TOPS and TBD)*

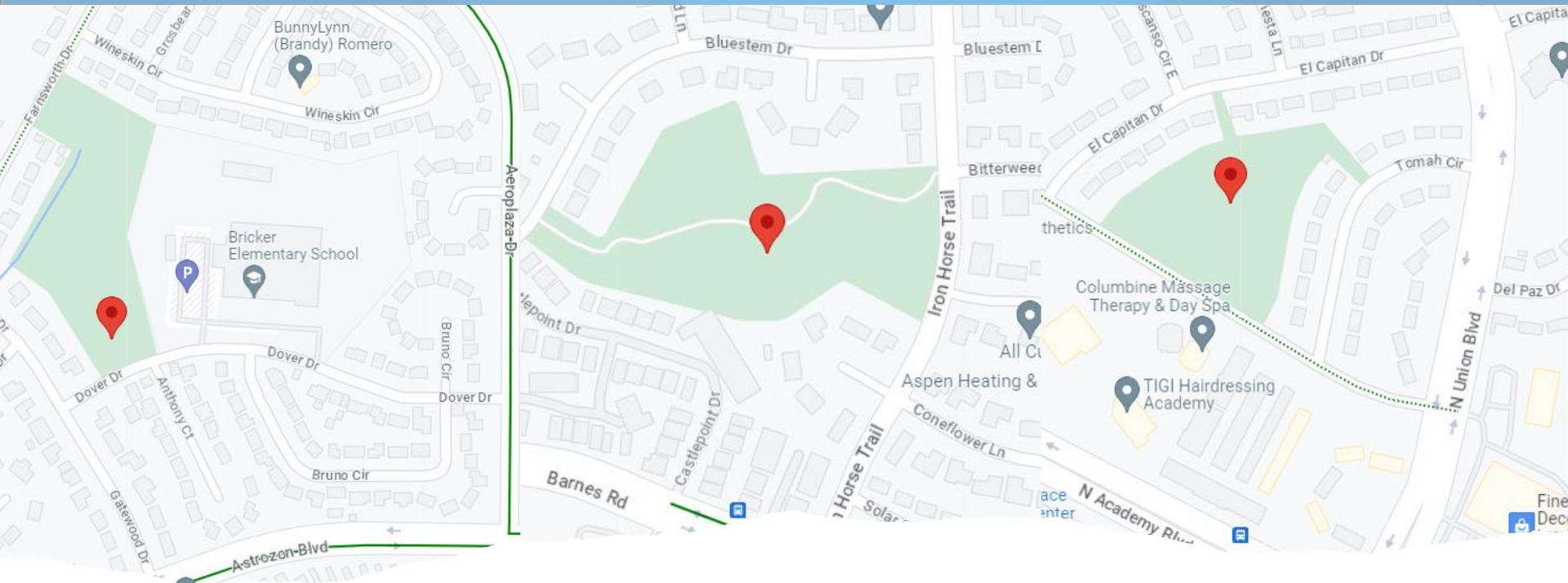
Jimmy Camp Creek/ Corral Bluffs Planning

- Archeological and boundary survey
- Tribal consultations
- Hydrology study

2024 Proposed TOPS Parks
\$ 250,000

Total project cost undetermined





Irrigation Renovation- Three Parks

- Bricker Park – 4-acres \$136,000
- Otero Park – 3.9-acres \$133,000
- Tomah Park – 3.1-acres \$107,000
- **2024 Proposed TOPS Parks \$ 376,000**

TOPS Open Space Category

2024 Open Space (60% Min) Total Available = \$7,347,446

75% Reserved for Acquisition = \$5,510,589

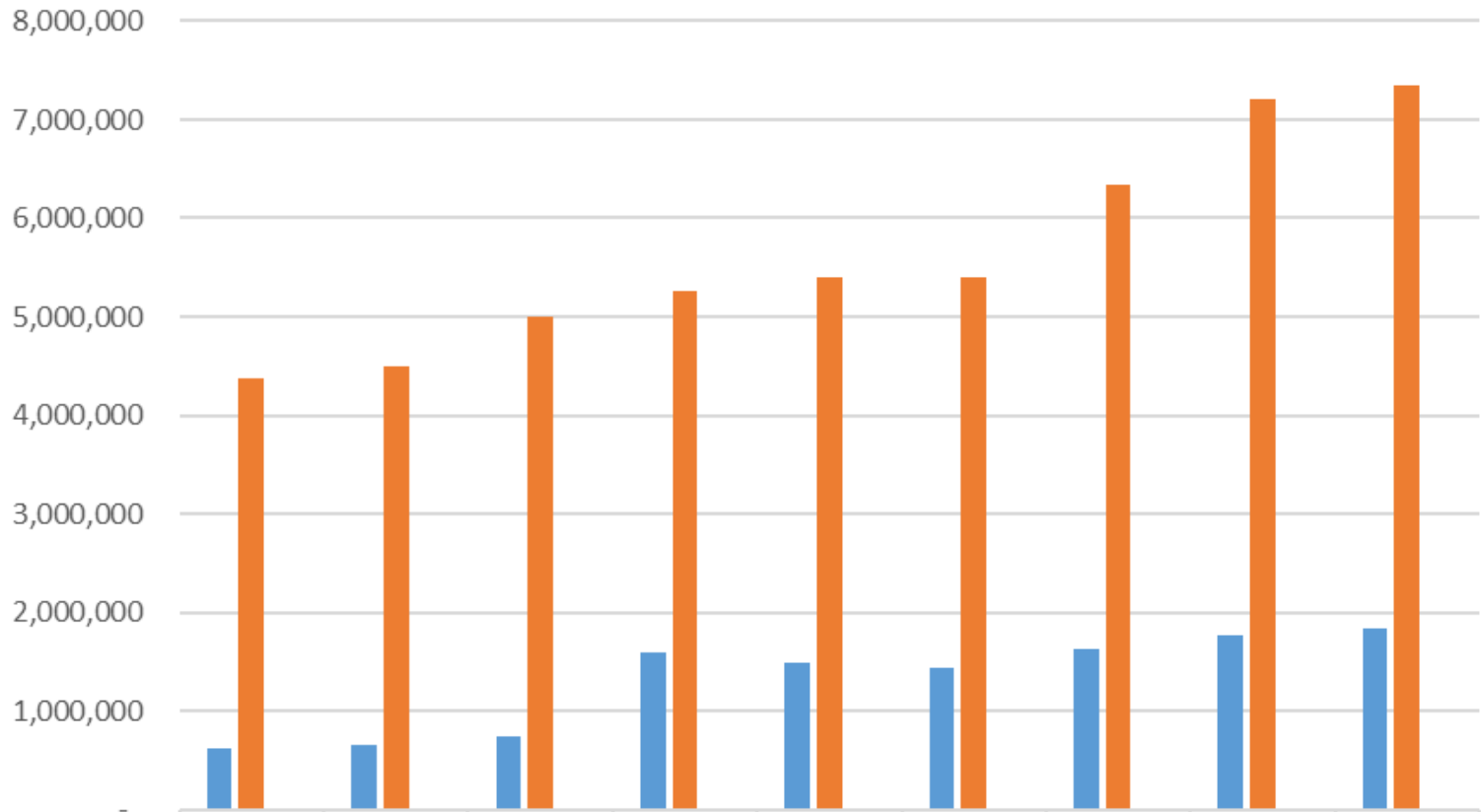
2024 Proposed Open Space Operating Stewardship = \$ 1,836,857

Open Space Stewardship-Operating	
Education	\$ 154,167
Rangers	\$ 818,952
Land Management	\$ 419,923
Resource Management	\$ 443,815
Total Proposed 2024 Open Space Stewardship	\$ 1,836,857

Stewardship Funding History



Total Stewardship Budget by Year



	2016	2017	2018	2019	2020	2021	2022	2023	2024
■ Budget-Stewardship	619,000	649,000	738,900	1,595,617	1,480,455	1,437,029	1,626,309	1,759,867	1,836,857
■ Revenue-Open Space	4,372,368	4,501,940	5,005,728	5,268,354	5,396,664	5,407,082	6,346,977	7,203,378	7,347,446
■ Budget % of Revenue	14%	14%	15%	30%	27%	27%	26%	24%	25%

TOPS Open Space Proposed 2024 Budget \$1,836,857

TOPS Open Space Salaries & Benefits v Operating

	Budget	% of total
Salaries & Benefits	1,389,941	76%
Operating	446,916	24%
Total	1,836,857	100%

2024 Balance available for Open Space purchases = \$5,510,589



Questions?

PRCS Horticulture Department



Springs in Bloom! Annual Flower Program



- 40+ Volunteer Groups City wide!
- Program engages: Businesses, Non profits, Neighborhoods, Gardening Clubs, Families and Service Organizations.
- 65,000 annual flowers grown by seed every year.
- Pesticide free!

NEW! Native and Perennial Propagation



- 4,440 Trees, Shrubs, Grasses and Flowers grown by seed or cutting, estimated value of \$61,000!
- Growing in Road base.
- Plant material will be planted in SIB beds, City buildings, medians, parks, trails and open spaces.
- Water conscious effort that creates habitat for pollinators and resilient landscapes Citywide.
- Gaining Statewide Attention from Denver to Durango.
- Revegetation of Shadow lake in MVP.

Vast Collaboration Efforts



- Internal Collaboration with: Anna Cordova, Public Works, PPAM, Forestry, TOPS, Admin Staff, Garden of the Gods, TOPS rangers, North and South Parks, Downtown Partnership, SIMD, Design and Development, Office of Sustainability and Community Centers.
- External Collaboration with: CoNPS, RMFI, UCCS, CC, PPSC, Ute Mountain Ute, Southern Ute, Intertribal Council, HAS, Denver Hort, City of Crested Butte, City of Durango, CNGA, CSU, CDOT, Front Range Wild Ones, Cheyenne Mountain Zoo, COSA, KCSB, Aiken Audubon, D11, Kangaroo Coffee and more!



- Making use of all available space while we recover from historic greenhouse fire with cold frame boxes.
- Composting all waste and using the compost instead of bagged, peat based soils. Free deliveries of Kangaroo Coffee's grounds as Nitrogen source.



Olympic and Paralympic Training Center (OPTC) Velodrome – History and Current Operation

**Parks, Recreation and Cultural Services
Advisory Board**

May 11, 2023

Britt Haley, *Director*



Velodrome Timeline



- 1982 – United States Olympic Committee (USOC) and City enter into lease agreement
 - City provides space within Memorial Park
 - USOC funds and builds Velodrome
 - 25-year lease term
- 2014 – USOC and City execute first extension of lease agreement
 - Effective date retroactive to 2007
 - 25-year lease term (set to expire in 2032)
- 2014 – Parks Board and City Council approve temporary roof structure
- 2018 – Parks Board and City Council approve permanent roof structure
- 2020 – Velodrome closed due to COVID
- 2021 – Velodrome only open to athletes due to upcoming Olympics
- 2022 – Shortened community season due to May snowfall collapsing roof

Joint Use Agreement Components



- USOC agrees to maintain all Velodrome buildings, structures and track
- City agrees to maintain the grounds surrounding the Velodrome
- USOC shall have first priority for the use of the Velodrome
- USOC and Parks Department shall meet periodically to prioritize schedules to ensure adequate and sufficient public access to the Velodrome facilities
- Both parties shall make every effort to adhere to schedules but recognize unforeseen circumstances that may require amendments
- Such amendments shall be made with an attempt to equitably retain the original prioritization as much as possible

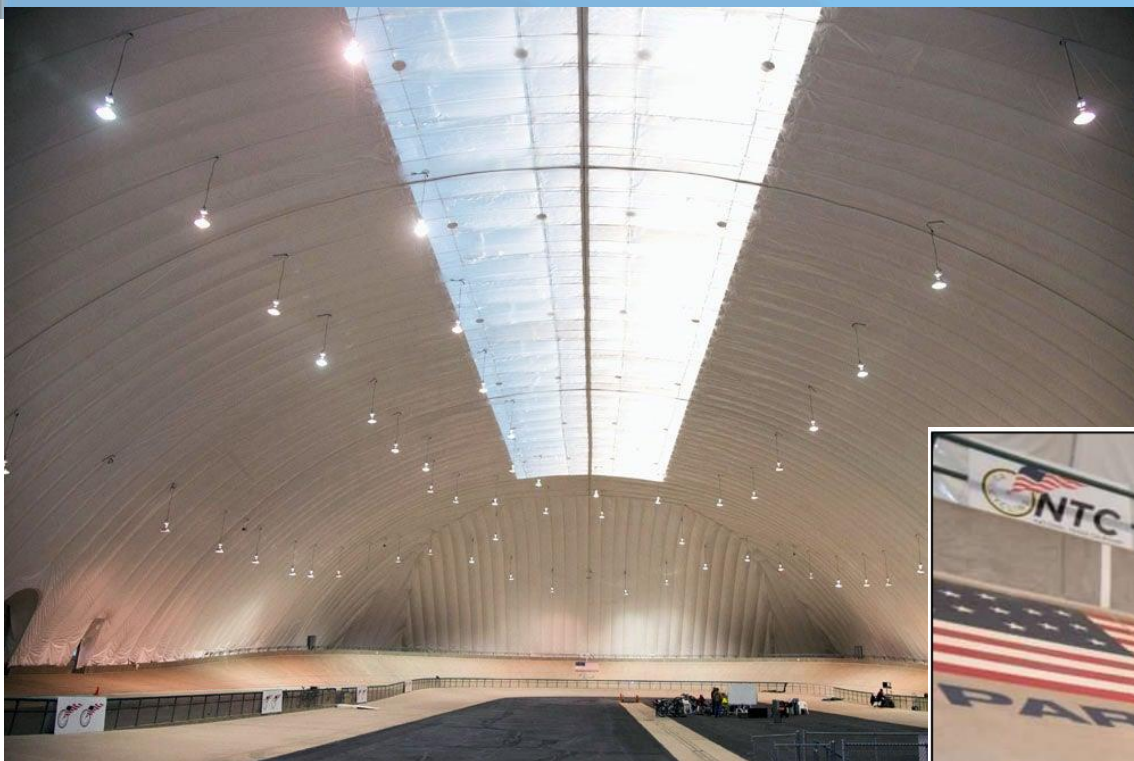
2023 Velodrome Community Program



- Hosted by United States Olympic & Paralympic Committee
- Learn the Velodrome Training
 - From beginner to track certified in 4 sessions (6 hours total)
 - Training is free
- Training Sessions –
 - For riders that are currently “track certified”
 - Runs May through September – two times per week
 - Membership fee
 - Day pass = \$20
 - Season pass = \$300
- Racing
 - USA Cycling racing is planned for a small number of Friday evenings



Questions?



LEASE AND JOINT USE AGREEMENT

THIS AGREEMENT made this 18 day of NOVEMBER, 1982, by and between the City of Colorado Springs, a municipal corporation of the State of Colorado (hereafter referred to as City) and the United States Olympic Committee, a congressionally chartered corporation, hereinafter referred to as USOC.

W I T N E S S E T H :

WHEREAS, the City is the owner of Memorial Park, a regional park which is used by persons throughout the community; and

WHEREAS, the City is desirous to encourage and foster both recreational and competitive athletic use of park and recreational facilities throughout the City; and

WHEREAS, the City believes that there is a need and a desire for amateur human-powered cycling facilities within the City; and

WHEREAS, the USOC desires to fund, build and construct a Velodrome in order to provide proper training facilities for the United States Olympic Cycling Team, as well as excellent cycling facilities for members of the community; and

WHEREAS, budgetary constraints preclude the USOC from purchasing a large tract of land which is necessary for the construction of a Velodrome; and

WHEREAS, the City and the USOC believe that the joint use of the Velodrome for the USOC as well as for citizens of the community would provide a greater benefit to the community as a whole, as well as that to the nation, through the creation of an integrated park and recreation center; and

WHEREAS, joint efforts by the USOC and the City to provide an integrated Park and Recreation Center will enable a more prudent and economical method of constructing, maintaining and providing such a Center to the community.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

ARTICLE I

DEFINITIONS

As used herein, certain terms are defined as follows:

1. "City" - The word "City" shall mean the City of Colorado Springs, Colorado, a home rule corporation of the State of Colorado, located in El Paso County, which acts by and through its City Council.
2. "USOC" - The abbreviation "USOC" shall mean the United States Olympic Committee, a congressionally chartered corporation, which acts by and through its Executive Director and its Executive Board.
3. "Parks & Recreation Department" or "Parks Department" - shall mean the Department of Parks & Recreation, acting under the authority of Chapter 18, Article 1, Part 1 (Sections 18-1-101 to 18-1-104) of the Code of the City of Colorado Springs 1980, as amended.
4. "The Velodrome Advisory Committee" - The Velodrome Advisory Committee shall mean the 2-member committee composed of 1 representative from the Parks & Recreation Department, and 1 representative from USOC.

5. "Park & Recreation Advisory Board" or "Park Board" - shall mean the Board acting under the authority of Chapter 18, Article 1, Part 2 (Sections 18-1-201 to 18-1-203) of the Code of the City of Colorado Springs 1980, as amended.

6. "Lease and Joint Use Agreement" - shall mean that permission as defined in Article 12, Section 63.B of the Charter of the City of Colorado Springs.

7. "Velodrome Area" or "Velodrome" - shall mean the parcel of land, facilities and capital improvements which are the subject of this Lease and Joint Use Agreement, generally identified by location in Exhibit 1 hereto, and to be specifically described in Exhibit 2, the legal description.

ARTICLE II

GENERAL PROVISIONS

1. Term of Agreement. The term of this Lease and Joint Use Agreement shall be for a period of twenty-five (25) years and shall begin on NOVEMBER 18, 1982, and will run to NOVEMBER 18, 2007.

2. Renewal. While City and USOC acknowledge that Article XII, Section 68, of the Charter of the City of Colorado Springs, prohibits the City from entering into Leases or Joint Use Agreements for periods longer than 25 years, City and USOC hereby set forth their intention to renew the term of this Lease and Joint Use Agreement upon its expiration so long as the demised premises are used by the USOC as set forth in Article II, Sec.3 of this Lease and Joint Use Agreement.

3. Use of Demised Premises. USOC agrees to use the demised premises as a facility for the purposes of training, and holding competitive events of amateur athletes, as well as for the use of members of the community, and for administrative, recreational and related activities associated therewith. City and USOC acknowledge that USOC's active use of the demised premises contributes substantial social and economic benefit to the City of Colorado Springs, and USOC acknowledges that a condition of the City entering into this Lease and Joint Use Agreement with the USOC is that USOC will use and continue to use the demised premises for the purposes which were stated above in this paragraph, during the entire term of the Lease and Joint Use Agreement.

4. Charter Provisions. Pursuant to the Charter of the City of Colorado Springs, and specifically Article 12, Section 63.B, a license is defined as "a temporary revocable permission granted to all other activities not a franchise." Furthermore, USOC understands that pursuant to the City Charter, Article 12, Section 72, License for Temporary Permits, "The Council may grant a temporary permit, a license or an easement at any time, in, on, above, through or under any street, alley or public place, provided such license, temporary permit or easement shall be revocable at any time, and that such right to revoke shall be expressly reserved and every temporary permit, license or easement which may be granted thereunder." USOC also understands and agrees that, pursuant to the City Charter, Article 12, Section 68, "No franchise, lease or other right to use the property of the City shall be granted by the City, except as in the Charter provided, for a longer period than twenty-five (25) years."

5. Insurance. USOC, and the City during the period of the Lease and Joint Use Agreement, agrees to provide the following insurance coverage: To provide personal injury liability insurance coverage of not less than \$300,000 each person, \$300,000 each accident; property damage liability insurance coverage of not less than \$50,000 each accident, \$100,000 aggregate. A copy of the insurance policy, or certificate of insurance evidencing the same, shall be filed with the City Clerk-Treasurer of the City of Colorado Springs and shall be kept current at all times. The USOC shall be a named insured on the City's policy. The policy or certificate of insurance, or endorsement thereto of the USOC, shall expressly state that the City Clerk-Treasurer of the City of Colorado Springs, Colorado, must be given ten (10) days' advance notice of the cancellation or termination of the insurance coverage, as applicable.

6. Approval of City Council. It is understood and agreed by USOC that the terms, conditions and provisions of this Lease and Joint Use Agreement are expressly subject to the approval of the City Council of the City of Colorado Springs, which approval shall be evidenced by the signatures of the Mayor and the City Clerk on this document.

7. Dispute Termination. It is understood and agreed between the City and the USOC that the terms, conditions and provisions of this Lease and Joint Use Agreement shall be liberally construed in order to promote a harmonious relationship with regard to the construction, maintenance and operation of the Velodrome at Memorial Park. However, in the event that there is an irreconcilable dispute between the parties with regard to an interpretation of the terms, conditions and provisions

of this Agreement, the decision of the Director of the Colorado Springs Park & Recreation Department, or his designated representative, or that interpretation shall be final, unless appealed to the Velodrome Advisory Committee. The decision of the Director of Park & Recreation or his designated representative shall be in writing, and an appeal to the Velodrome Advisory Committee must be made within ten (10) days of receipt of the written decision by the Director.

In the event of appeal, the matter shall be brought to the Velodrome Advisory Committee at their next regular meeting, or if time constraints dictate a sooner resolution, then as soon as possible. At the meeting, the Velodrome Advisory Committee shall consider the viewpoints of both parties to the Agreement and shall make a recommendation based upon the facts presented to them and any legal or budgetary considerations, as applicable. The Velodrome Advisory Committee may reverse, affirm or modify the Director's final decision. If either the Director or the USOC designated representative is dissatisfied with the decision of the Velodrome Advisory Committee, then that decision may be appealed in writing within ten (10) days of the date of the written decision of the Committee to the Mayor of the City and the Executive Director of the USOC. The Mayor and Executive Director shall meet as soon as reasonably possible, and considering all of the evidence before them, and in keeping in mind the philosophy of the parties to harmoniously construe and interpret the terms, conditions and provisions of this Lease and Joint Use Agreement, shall make a final decision on the matter. If the Mayor and Executive Director cannot resolve the dispute,

both parties agree to apply to the District Court for mediation counseling to assist the parties in resolving the dispute.

8. Noncompliance. In the event of noncompliance of any of the terms, conditions or provisions of this Agreement, either party shall have the right to terminate the Lease and Joint Use Agreement, and to take such steps as are necessary to protect their legal interest, subject to the provisions of this Agreement.

Provided, however, that either party shall give the other specific notice of the alleged breach and provide the other with thirty (30) days to cure such breach. If the breach is not cured at that time, the aggrieved party may terminate this Lease and Joint Use Agreement at that time.

ARTICLE III

LEASE PROVISIONS

1. Premises to Be Leased. The premises to be leased to the USOC by the City is that parcel of ground located in Memorial Park, Colorado Springs, Colorado, which is more particularly described by a sketch in Exhibit 1 and by legal description in Exhibit 2, which are incorporated by reference herein.

2. Construction of Velodrome Facilities. The USOC agrees to use its best efforts to secure funds sufficient to erect a Velodrome, which will be a permanent structure, upon the demised premises containing approximately 100,000 square feet of usable space during the term of this Lease and Joint Use Agreement. Further, USOC shall actively solicit funds necessary for construction of said Velodrome which is

estimated to cost at approximately \$750,000 upon execution of this Lease and Joint Use Agreement. USOC also sets forth herein its intent to construct additional capital improvements on a phased basis over the term of this lease and Joint Use Agreement to provide such things as additional spectator seating, permanent locker room restroom and concessionaire facilities, and if necessary, a lighting system. The failure of the USOC to build the Velodrome track shall subject the USOC to default under the provisions of this Lease and Joint Use Agreement, but the failure of the USOC to provide phased improvements over the life of the Agreement shall not subject the USOC to default under any provisions of this Lease and Joint Use Agreement.

3. Assignment or Subletting. It is agreed that neither the demised premises nor any part thereof shall be sublet, nor shall this Lease and Joint Use Agreement be assigned by the USOC to any third party without the prior written consent of the City first obtained. No assignment for the benefit of creditors, or by operation of law, shall be effective to transfer any rights to an assignee without the prior written consent of the City first having been obtained. For purposes of this Section, the national governing bodies and the sponsoring corporation, in using the facilities, shall not be considered as an assignee or sublessee.

4. Mechanic's Liens. USOC agrees that it will properly pay for any work done in or about the demised premises, and will not suffer from any mechanic's liens or other liens to attach to the demised premises, and shall properly cause any claim for any such lien to be released, or to secure the City to its satisfaction in the event USOC desires to

contest any such claim. If USOC does desire to contest any such claim, USOC agrees to defend City and to pay all reasonable costs incurred along with attorneys' fees and judgments, if applicable.

5. Fire or Other Casualty. It is agreed that during the term of this Lease and Joint Use Agreement any part of the demised premises shall be so damaged by fire or other casualty so that part or all of the demised premises shall thereby be rendered untenable, the word untenable being defined as damage in excess of fifty percent (50%) of the value of any structure, then in such case this Lease and Joint Use Agreement, as it applies to the building or structure which has been rendered untenable, shall be terminated. City shall have no obligation to repair or replace the structure or buildings rendered untenable by fire or other casualty. In the event that insurance proceeds are available for the reconstruction or rehabilitation of the untenable structure or building, USOC agrees to use those proceeds in a prompt manner to reconstruct or rehabilitate the untenable building or structure, as applicable. If insurance proceeds are not available, or if the proceeds are such that reconstruction or rehabilitation are economically unfeasible, then the City may terminate this Lease and Joint Use Agreement, unless the facilities are still usable by the USOC for their intended purpose.

6. Maintenance, Repair, Alterations, Demolition, Salvage and Erection of Structures.

6.1 USOC agrees to keep in good repair and to maintain all buildings, structures and track located upon the demised premises, including the maintenance of the structural soundness of the buildings, structures and track, and to keep both the interior and exterior of the same on the demised premises in good repair, including by way of

illustration, the roof, plumbing, electrical wiring, air conditioning and heating equipment, interior decorating, plantings, (open question) track surface, etc., and to be responsible for all glass and casualty damage.

6.2 USOC shall make no change, alteration or addition to any building or structure located upon the demised premises which would impair the structural soundness or diminish or increase the size thereof, or modify the exterior thereof, without the prior written consent of City. All cost of such work shall be paid promptly by USOC so as to prevent the assertion of any liens for material or labor, as the case may be.

6.3 There shall be no demolition of any building or structure located upon the demised premises without the prior written approval of the City. Demolition of any buildings or structures by USOC shall be at the sole expense of USOC except as otherwise approved in writing by City.

6.4 USOC agrees to take the demised premises, including any buildings or structures thereon, in their present condition. All alterations, additions, erections or improvements upon the demised premises to make it suitable for USOC's purposes shall be solely at the expense of tenant, unless otherwise agreed in writing by City or as otherwise provided in this Lease and Joint Use Agreement.

6.5 All alterations, additions, erections or improvements on or in the demised premises at the expiration of this Lease, shall, at the option of City, be and become a part of the demised premises, and shall, at the option of City, remain upon and be surrendered with the

demised premises as a part thereof at the termination of this Lease and Joint Use Agreement. Should USOC fail to remove any furniture or fixtures of personal property of any kind, then the same shall be considered as abandoned and become the property of City.

6.6 USOC may erect buildings and other structures upon the demised premises, provided, that USOC notifies the City the type and location of any proposed structure prior to the date of erection thereof, and provided further, that conceptual approval of said buildings and structures or other improvements to the demised premises shall be first obtained through the Park & Recreation Advisory Board and City Council of the City of Colorado Springs.

ARTICLE IV

COVENANTS BY USOC

1. The USOC agrees and covenants as follows:

1.1 Not to use the demised premises for any purposes now or hereafter prohibited by the laws and Constitutions of the United States and the State of Colorado or applicable ordinances of the City of Colorado Springs, or for any improper or questionable purpose whatsoever.

1.2 To keep the demised premises, subject to allocation of use of the facilities between USOC and City, in a clean and sanitary condition as required by law and applicable health and police regulations.

1.3 Not to permit or suffer any disorderly conduct, unreasonable noise or nuisance whatsoever upon the demised premises, while the USOC is using the facilities.

1.4 Not to hold or attempt to hold City liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water or any repairs or alterations to the demised premises or otherwise; or liable for any injury or damage occasioned by defective wiring or breakage or stoppage of plumbing or sewage upon the demised premises, whether said breakage or stoppage results from freezing or otherwise, unless through the fault of the City, or except as otherwise provided in this Lease and Joint Use Agreement.

1.5 Not to permit or suffer the buildings or structures located upon the demised premises, or the walls or floors thereof, to be endangered by overloading.

1.6 Not to permit the demised premises to be used for any purpose which would render insurance thereon void or the insurance risk more hazardous.

1.7 To permit City at any hour of the day or night, to enter into or upon, and go through and view and inspect, the demised premises.

1.8 To be responsible for and promptly pay all charges for gas, electricity, water, sewer or any other utility used or consumed on the demised premises, including all exterior lighting of buildings, streets or parking areas, in an amount which is proportionately allocated based upon the percentage of use of facilities as between USOC and the City.

1.9 To install no electrical equipment which overloads the lines or interferes with electronic or radio or TV installations in the nearby area and if said lines are overloaded by such installation, or if such interference occurs, to immediately remedy the same at USOC's expense,

and to comply with all requirements of the Insurance Underwriters or governmental authorities.

1.10 USOC shall be responsible for obtaining all necessary State, local and national permits or licenses which are required to construct, maintain or operate any building or structure upon the demised premises.

ARTICLE V

COVENANTS OF THE CITY

1. The City agrees and covenants as follows:

1.1 City will take no acts, subject to the terms, conditions or provisions of this Lease and Joint Use Agreement, which would interfere with or destroy USOC's right to quiet and peaceful possession and enjoyment of the demised premises.

1.2 City agrees to pay its allocated share of all utility costs, as stated above, in Article IV, Sec. 8.

1.3 City agrees to be responsible for all maintenance and operational cost which are required to maintain the grounds of the leased premises in a satisfactory, reasonable and safe condition, including such items as landscaping control, removal of snow and ice, parking lot control, and the like, but not including the fenced Velodrome facilities.

ARTICLE VI

MUTUAL COVENANTS

1. City and USOC mutually agree to cooperate and work together with regard to the use of the demised premises and to attempt to

harmoniously interpret this Agreement so as to provide a long-lasting and mutually agreeable use of the demised premises.

ARTICLE VII

JOINT USE PROVISIONS

1. Priority. The City and USOC understand and agree that USOC shall have first priority for the use of the demised premises throughout the term of the Lease and Joint Use Agreement. In order to harmoniously prioritize the use of the facilities between the USOC and the public, the Executive Director or his designate, and the Director of Parks & Recreation or his designate, shall meet on a monthly basis to prioritize schedules for the ensuing quarter, subject to the appeal process in Article II, Sec. 8. When the priority schedule has been completed, both parties shall make every effort to adhere thereto, but taking into account the fact that there may be unseen circumstances which may require amendments thereto during the period. These amendments shall be made with an attempt to equitably retain the original prioritization as much as possible.

2. Maintenance Responsibilities. As was stated in Article III, Sec. 6, USOC shall have primary responsibility for the physical maintenance and operation of the Velodrome facilities and its attendant buildings and structures within fenced areas. City shall have primary responsibility for maintenance and operation of the Velodrome grounds which includes those areas which are not included in the preceding sentence. This allocation of responsibility of maintenance is a reflection of the fact that the City Park & Recreation Department can

*Amended
in first
extension*

more adequately handle the grounds of the demised premises than the USOC can, and conversely, the USOC can handle the actual Velodrome facilities and structures and buildings more adequately than the City can.

3. Velodrome Advisory Committee. The Velodrome Advisory Committee, as defined in Article I, Sec. 4 above, shall meet on an annual basis, and more regularly if desired by the Director of Park & Recreation or the Executive Director of USOC, as applicable. The member from the City shall be the Director of Parks & Recreation, or his designee, subject to the approval of the Parks and Recreation Advisory Board and City Council, and the member from the USOC shall be the Executive Director, or his designee, subject to its Board of Trustees' approval.

At its annual meeting, the Committee shall review the prioritized schedule which is set forth in Article VII, Sec. 1 above, and shall make comments and recommendations thereto. If the comments or recommendations of the Committee are not implemented by the Director of Parks & Recreation or the designated representative of the Executive Director of the USOC, then the Committee may request that the matter be referred to the Executive Director of the USOC and the Mayor of the City for final determination.

A quorum of the Committee shall be 2 members present, but no matter voted upon by the Committee shall be construed to be a vote in favor of a motion unless a majority of the members of the Committee votes in favor of the motion.

The meetings of the Committee are not required to be recorded in a verbatim manner. The minutes shall be taken by the Secretary of

Assume
this committee
no longer exists

the Committee. The Secretary of the Committee shall be that person appointed to that position by the Committee in its initial meeting.

All rules and regulations regarding the use of the Velodrome facilities shall be reviewed and approved by the Committee. As stated above, any appeals from the approval or rejection of the rules and regulations by the Committee shall be directed to the Mayor of the City and the Executive Director of the USOC for final dispute resolution as set forth in Art. II, §8 of this Lease and Joint Use Agreement.

ARTICLE VIII

MISCELLANEOUS

1. OPERATION OF VELODROME FACILITIES.

USOC understands and agrees that it has primary responsibility for supervision of the operation of the Velodrome facility by amateur athletes, and sanctioned events. However, the City Director of Park & Recreation will make every effort to coordinate and cooperate with the USOC in the operation of these various events and activities, as the case may be, and will provide supervision and control of events open to the general public.

2. MAINTENANCE COSTS.

Except as set forth in this Lease and Joint Use Agreement, all maintenance costs which are required to maintain the demised premises in a safe, reasonable and efficient manner, shall be allocated in relation to the pro rata use of the facilities or as provided otherwise in this

Lease and Joint Use Agreement at the expense of the USOC. In the event that insufficient funds are appropriated to properly maintain the facilities which are the responsibility of USOC, then the City, at its option, may appropriate funds for such purposes subject to reimbursement by the USOC at a later date. Otherwise, all maintenance activities shall be shared in relation to the primary responsibility as between the USOC and the City to the grounds, structures, facility and track of the Velodrome.

3. PROGRESS COMPLIANCE.

USOC and the City each agree to require their designated representatives to meet as agreed upon by both parties, and to review the progress compliance under this Agreement. Each party shall also be responsible for supervising its own personnel and shall handle all matters of mutual concern through their designated representatives.

4. INDEMNIFICATION.

Each party of this Lease and Joint Use Agreement agrees to indemnify and hold the other harmless from any and all liabilities, claims and causes of actions, and suits arising out of the personal injury or property damage to any person or persons due to the intentional or negligent omissions or acts of each other's agents, servants or employees arising out of the construction, operation or maintenance of this Agreement, subject to its provisions, terms and conditions as set forth herein.

ARTICLE IX

LEASE AND JOINT USE AGREEMENT INTERPRETATION

1. Applicable law. This Lease and Joint Use Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

2. Amendment. No amendment or modification of this Lease and Joint Use Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

3. Integration. This is a completely integrated Lease and Joint Use Agreement and contains the entire Agreement between the parties, and any prior written or oral agreements which are different from the terms, conditions and provisions of this Lease and Joint Use Agreement shall be of no effect and shall not be binding upon either party.

4. Binding Effect. This Lease and Joint Use Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided, neither party may assign or sublet its rights hereunder without the previous written consent of the other party.

5. Notice. Notices required or permitted to be given hereunder (including any notice or change of address) shall be considered delivered when hand delivered or mailed, by certified mail, return receipt requested, as follows:

United States Olympic Committee
c/o Executive Director
1750 E. Boulder Street
Colorado Springs, Colorado 80909

with copies to:

General Counsel
United States Olympic Committee
1750 E. Boulder Street
Colorado Springs, Colorado 80909

City of Colorado Springs
c/o Director of Park & Recreation
1400 Glen Avenue
Colorado Springs, Colorado 80905

with copies to:

City Attorney
P.O. Box 1575
Colorado Springs, Colorado 80901

All notices so given shall be considered effective when delivered by hand delivery or in writing, as stated above.

6. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single Agreement.

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

CITY OF COLORADO SPRINGS

BY: 
Mayor

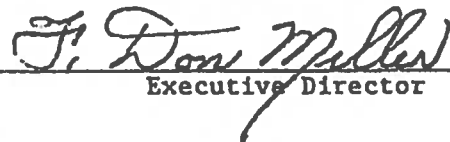
ATTEST:


City Clerk-Treasurer

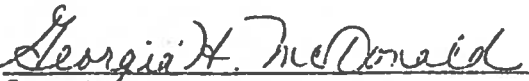
APPROVED AS TO FORM:


City Attorney

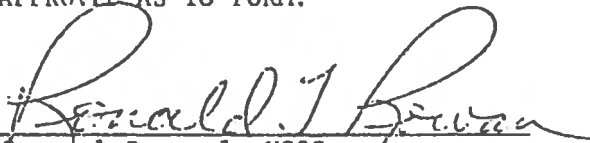
UNITED STATES OLYMPIC COMMITTEE

BY: 
Executive Director

ATTEST:


Secretary

APPROVED AS TO FORM:


General Counsel, USOC

STATE OF COLORADO)
) ss:
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19th
day of November, 1982, by Robert M. Isaac, Mayor of the
City of Colorado Springs.

Witness my hand and official seal.

My Comm Exp 1-11-83

William E. Spitzer
Notary Public
30 S. Nevada
A.S. Co. 80903

STATE OF Colorado)
) ss:
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 27th
day of December, 1982, by F. Don Miller, Executive
Director, United States Olympic Committee, a Congressionally Chartered
Corporation.

Witness my hand and official seal.

Georgia H. McDonald
Notary Public

My Commission Expires This 1-1-84

Resolution No. 164-82

A RESOLUTION AUTHORIZING THE PROPER CITY
OFFICIALS TO EXECUTE A LEASE AND CONTRACT
WITH THE UNITED STATES OLYMPIC COMMITTEE
FOR THE VELODROME PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO
SPRINGS:

That the proper City officials are hereby authorized to execute a
Lease and Contract with the United States Olympic Committee for the
Velodrome Project.

Dated at Colorado Springs, Colorado, this 22nd day of June,
1982.



Mayor

ATTEST:



City Clerk

Extra Item No. 3

6/22/82

FIRST EXTENSION TO LEASE AND JOINT USE AGREEMENT

This First Extension to Lease and Joint Use Agreement ("Extension") is made by and between the City of Colorado Springs, Colorado, a home rule city, and Colorado municipal corporation ("Landlord" or "City"), and the United States Olympic Committee, a congressionally chartered corporation ("Tenant" or "USOC").

This Extension is made and entered into as of the 21st day of July, 2014 (the "Execution Date"), but shall be effective as of the 18th day of November 2007 (the "Effective Date").

- A. **WHEREAS**, Tenant entered into that certain Lease Agreement between the City of Colorado Springs and United States Olympic Committee dated November 18, 1982 ("Exhibit A"); and
- B. **WHEREAS**, the premises ("Premises") is located at 240 South Union Boulevard, Colorado Springs, Colorado; and
- C. **WHEREAS**, it is the mutual desire of the parties hereto to extend the Lease as hereinafter specified; and
- D. **WHEREAS**, in November 2007, the Parties intended to execute a First Extension to Lease and Joint Use Agreement that was substantially similar to this "Extension"; and
- E. **WHEREAS**, the Parties are unable to locate the executed Extension; and
- F. **WHEREAS**, the Parties desire to affirm and restate the November 2007 First Extension to the Lease and Joint Use Agreement through this newly executed Extension.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and adequacy is hereby acknowledged, the parties hereto agree as follows:

Term: The Term of the Lease and Joint Use Agreement shall hereby be extended for twenty-five (25) years commencing on the Effective Date, and ending November 18, 2032 at 1200 hours (12 noon). Notwithstanding the time period between the Effective Date and the Execution Date, Landlord acknowledges and agrees that the Lease and Joint Use Agreement, as modified by this First Extension to Lease and Joint Use Agreement has been in full force and effect for such period.

Base Rent: The rent payment for the premises over the term of twenty-five (25) years shall be \$1.00 total, and the City acknowledges receipt of such consideration on or before November 18, 2007.

Ratification: This Extension constitutes the first extension to an existing lease and joint use agreement between the parties. Except as herein expressly modified and amended, all other terms, provisions and agreements contained in the "Lease and Joint Use Agreement" shall remain in full force and effect and each party hereby expressly ratifies and reaffirms the same.

Amended and Added Terms and Conditions:

ARTICLE II, Paragraph 5, "Insurance" shall be amended to read as follows:

USOC int: SB

City int: SB

Date: 8/12/14

Date: 7-31-14

Insurance. (a) Without limiting any other obligation or liability of the USOC and City under this Agreement, USOC and City mutually agrees that upon execution of this Agreement and throughout the term, USOC and City shall procure and maintain insurance coverage with limits and conditions not less than those specified below.

(i) Commercial General Liability Insurance with limits per occurrence of not less than One Hundred and Fifty Thousand Dollars (\$150,000) and Six Hundred Thousand Dollars (\$600,000) aggregate, to include Bodily Injury, Property Damage, and Personal Injury and Advertising Liability coverage, whether retained or insured, primary or excess, whichever is greater. The following conditions and coverages must be met by this insurance:

- A. Contractual Liability; and
- B. Cross Liability Clause (Severability of Interests).

(ii) Workers Compensation and Employers Liability Insurance with statutory limits for Workers Compensation as applicable in any state in which Company is required to carry such insurance, and Employers Liability Limits of not less than One Million Dollars (\$1,000,000).the USOC and the City under this Agreement, USOC and City agrees that upon execution of this Agreement and throughout the term, USOC and City shall procure and

(iii) Automobile Liability Insurance with limits of not less than Six Hundred Thousand Dollars (\$600,000). Combined Single Limit per occurrence.

(b) The policy(ies) of insurance procured and maintained by the USOC as required by this Agreement, with the exception of Workers Compensation and Employers Liability Insurance, USOC shall defend and designate the City as an Additional Insured.

(c) In the event that insurance limits required by this Agreement are materially reduced by claims to a level below that required, the USOC shall inform City and, at its own expense, replenish all such limits.

(d) Upon presentation of a fully executed Agreement, USOC agrees to provide a Certificate(s) of Insurance from its insurance carrier(s) to City. The City shall be designated as a Certificate Holder on the USOC's certificates. USOC's Certificate of Insurance shall be renewed annually and forwarded to City's Parks, Recreations, and Cultural Services Department.

(e) All required policies of insurance must contain a provision mandating thirty (30) days written notice to the USOC and the City of cancellation, if canceled prior to expiration (except for non-payment of a premium which may be not less than ten (10) days), non-renewal, or material change affecting this Extension.

(f) USOC acknowledges that City is a self-insured home rule city and Colorado municipal corporation.

(g) City and USOC agree to communicate every five (5) years during the term of this Extension to ensure that proper insurance amounts are maintained under this Extension.

USOC int: SB

City int: SB

Date: 8/12/14

Date: 7-31-14

ARTICLE III, Paragraph 6.1, contained within "Maintenance, Repair, Alterations, Demolition, Salvage and Erection of Structures", shall be amended to read as follows:

"6.1 USOC agrees to keep in good repair and to maintain all buildings, structures and track located upon the demised premises, including the maintenance of the structural soundness of the buildings, structures and track, and to keep both the interior and exterior of the same on the demised premises in good repair, including by way of illustration, the roof, plumbing, electrical wiring, air conditioning and heating equipment, interior decorating, planting, track surface, all interior and exterior paint, etc., and to be responsible for all glass and casualty damage."

ARTICLE IV, Paragraph 1.7, shall be amended to read as follows:

"1.7 To permit the City, upon 48-hour prior notice, the ability to enter into or upon, and go through and view and inspect, the demised premises during standard business hours. In the case of an emergency, the USOC permits the City to enter the property at any time."

ARTICLE V, Paragraph 1.3 contained within "COVENANTS OF THE CITY", shall be amended to read as follows:

"1.3 City agrees to be responsible for all maintenance and operational costs which are required to maintain the grounds surrounding the leased premises in a satisfactory, reasonable and safe condition, including such items as landscaping control, removal of snow and ice, parking lot control, and the like. City obligations for maintenance and operational costs do not extend within the actual fenced facilities area within the Velodrome."

ARTICLE VII, Paragraph 1, "Priority" shall be amended to read as follows:

"The City and USOC understand and agree that USOC shall have first priority for the use of the demised premises throughout the term of the Lease and Joint Use Agreement. In order to harmoniously prioritize the use of the facilities between the USOC and the public, the Executive Director or his designee, and the Director of Parks, Recreation and Cultural Services or his designee, shall meet periodically and as needed to prioritize schedules to ensure adequate and sufficient public access to the Velodrome facilities, subject to Article II, Sec. 8. When the priority schedule has been completed, both parties shall make every effort to adhere thereto, but taking into account the fact that there may be unforeseen circumstances that may require amendments thereto during the period. These amendments shall be made with an attempt to equitably retain the original prioritization as much as possible."

ARTICLE VIII, Paragraph 1, "OPERATION OF VELODROME FACILITIES" shall be amended to read as follows:

"USOC understands and agrees that it has primary responsibility for supervision of the operation of the Velodrome facility during any events it sponsors, supports, schedules, or for which it is responsible for bringing members of the public and athletes within the Velodrome facility. The City will make every effort to coordinate and cooperate with USOC in the operation of the various events and activities and will provide supervision

USOC int: SB City int: SB
Date: 8/2/14 Date: 7-31-14

and control of any events the City sponsors, schedules, or for which it is responsible for bringing members of the public and athletes within the Velodrome facility."

ARTICLE VIII, Paragraph 4, "INDEMNIFICATION" shall be amended to read as follows:

"Each party to this Lease and Joint Use Agreement agrees to be responsible for its own liability incurred as a result of its participation in this Lease and Joint Use Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Lease and Joint Use Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. and Article XI of the Colorado Constitution."

ARTICLE IX, Paragraph 6 shall be added and reads as follows:

"6. Appropriations. In accord with the City Charter, performance of the City's obligations under this Lease and Joint Use Agreement is expressly subject to appropriation of funds by the City Council. In the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Lease and Joint Use Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then the City or the USOC may elect to terminate this Lease and Joint Use Agreement immediately with no further compensation to USOC."

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be effective as of the Effective Date.

For the Landlord:

By: [Signature]
Steve Bach
Mayor
City of Colorado Springs

SVC

For the Tenant:

By: [Signature]
Scott Blackmun
Chief Executive Officer
United States Olympic Committee

APPROVED AS TO FORM

[Signature]
Office of the City Attorney
City of Colorado Springs


ATTEST:

[Signature]
Sarah Johnson, City Clerk
City of Colorado Springs

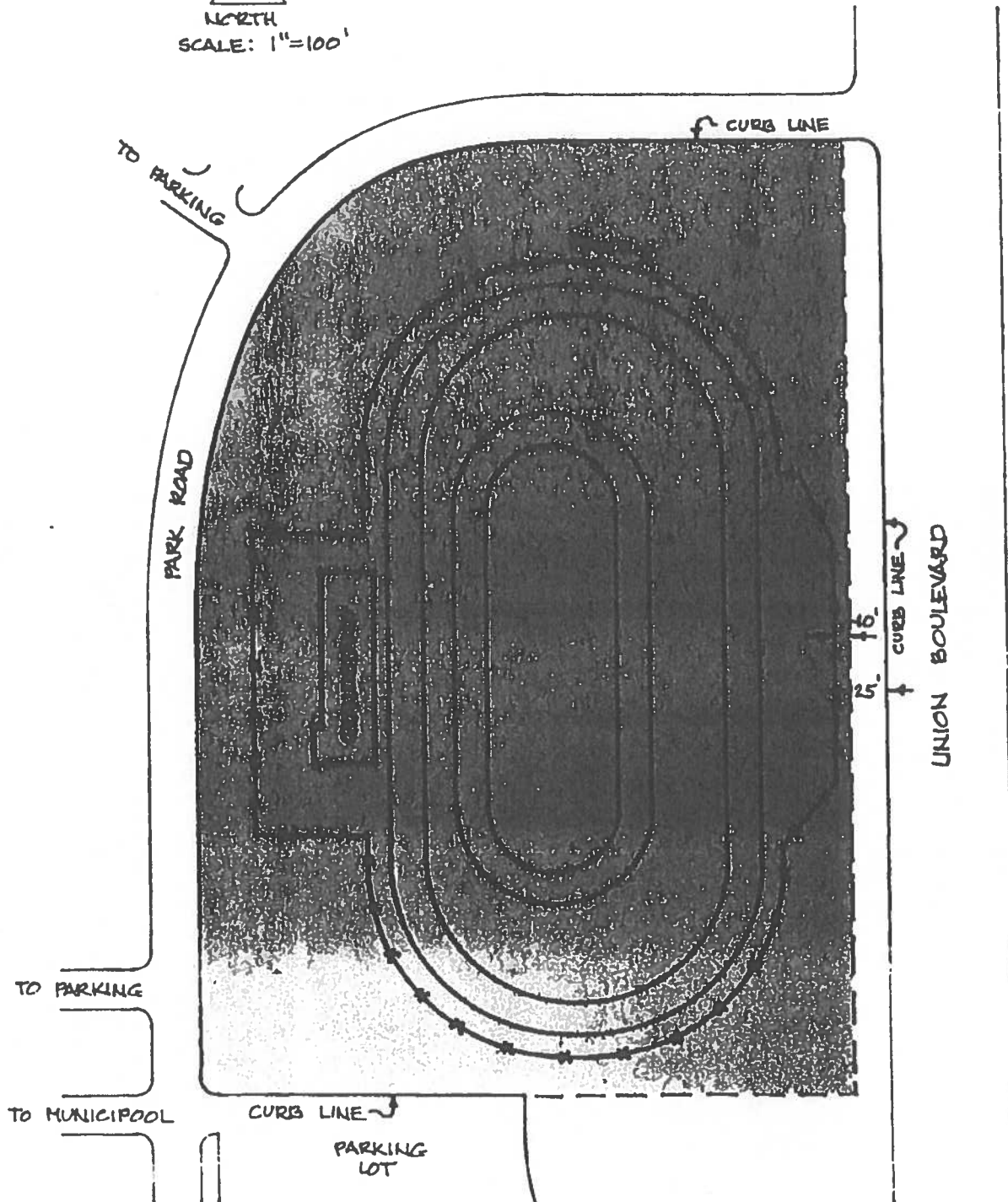


USOC int: SB City int: [Signature]
Date: 8/12/14 Date: 7-31-14

EXHIBIT 1
MEMORIAL PARK - VELODROME
MAP


NORTH
SCALE: 1"=100'

 = VELODROME LEASE AND JOINT USE AGREEMENT AREA



FIRST EXTENSION TO LEASE AND JOINT USE AGREEMENT

This First Extension to Lease and Joint Use Agreement ("Extension") is made by and between the City of Colorado Springs, Colorado, a home rule city, and Colorado municipal corporation ("Landlord" or "City"), and the United States Olympic Committee, a congressionally chartered corporation ("Tenant" or "USOC").

This Extension is made and entered into as of the 21st day of July, 2014 (the "Execution Date"), but shall be effective as of the 18th day of November 2007 (the "Effective Date").

- A. **WHEREAS**, Tenant entered into that certain Lease Agreement between the City of Colorado Springs and United States Olympic Committee dated November 18, 1982 ("Exhibit A"); and
- B. **WHEREAS**, the premises ("Premises") is located at 240 South Union Boulevard, Colorado Springs, Colorado; and
- C. **WHEREAS**, it is the mutual desire of the parties hereto to extend the Lease as hereinafter specified; and
- D. **WHEREAS**, in November 2007, the Parties intended to execute a First Extension to Lease and Joint Use Agreement that was substantially similar to this "Extension"; and
- E. **WHEREAS**, the Parties are unable to locate the executed Extension; and
- F. **WHEREAS**, the Parties desire to affirm and restate the November 2007 First Extension to the Lease and Joint Use Agreement through this newly executed Extension.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and adequacy is hereby acknowledged, the parties hereto agree as follows:

Term: The Term of the Lease and Joint Use Agreement shall hereby be extended for twenty-five (25) years commencing on the Effective Date, and ending November 18, 2032 at 1200 hours (12 noon). Notwithstanding the time period between the Effective Date and the Execution Date, Landlord acknowledges and agrees that the Lease and Joint Use Agreement, as modified by this First Extension to Lease and Joint Use Agreement has been in full force and effect for such period.

Base Rent: The rent payment for the premises over the term of twenty-five (25) years shall be \$1.00 total, and the City acknowledges receipt of such consideration on or before November 18, 2007.

Ratification: This Extension constitutes the first extension to an existing lease and joint use agreement between the parties. Except as herein expressly modified and amended, all other terms, provisions and agreements contained in the "Lease and Joint Use Agreement" shall remain in full force and effect and each party hereby expressly ratifies and reaffirms the same.

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USOC int: SB City int: SB
Date: 8/12/14 Date: 7-31-14

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(i) Commercial General Liability Insurance with limits per occurrence of not less than One Hundred and Fifty Thousand Dollars (\$150,000) and Six Hundred Thousand Dollars (\$600,000) aggregate, to include Bodily Injury, Property Damage, and Personal Injury and Advertising Liability coverage, whether retained or insured, primary or excess, whichever is greater. The following conditions and coverages must be met by this insurance:

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USOC int: SB

City int: SB

Date: 8/12/14

Date: 7-31-14

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USOC int: SB City int: SB
Date: 8/2/14 Date: 7-31-14

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ARTICLE IX, Paragraph 6 shall be added and reads as follows:

“6. Appropriations. In accord with the City Charter, performance of the City’s obligations under this Lease and Joint Use Agreement is expressly subject to appropriation of funds by the City Council. In the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Lease and Joint Use Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then the City or the USOC may elect to terminate this Lease and Joint Use Agreement immediately with no further compensation to USOC.”

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be effective as of the Effective Date.

For the Landlord:

By: [Signature]
Steve Bach
Mayor
City of Colorado Springs

SVC

For the Tenant:

By: [Signature]
Scott Blackmun
Chief Executive Officer
United States Olympic Committee

APPROVED AS TO FORM

[Signature]
Office of the City Attorney
City of Colorado Springs

ATTEST:

[Signature]
Sarah Johnson, City Clerk
City of Colorado Springs



USOC int: SB

City int: [Signature]

Date: 8/12/14

Date: 7-31-14

CITY OF COLORADO SPRINGS
COLORADO

.."
INTER - OFFICE MEMORANDUM

Date: October 22, 1985

To: Fred Mais

From: ~~ADP~~
Phil Puterbaugh

SUBJECT: Memorial Park Velodrome Map and Legal Description

Attached are Exhibits 1 and 2 (map and legal description, respectively) for the Memorial Park Velodrome Lease and Joint Use Agreement (also attached).

The distance between Union Blvd. and the east fence of the Velodrome is 35', in the center of which is a ridge, which runners and other pedestrians have been using as a running path/walkway. By setting the boundary of the Velodrome area 10' east of that fence (and 25' west of the Union Blvd. curb line), this running path/walkway remains outside the Velodrome area, per your request.

I have prepared a simplified legal description which I hope all concerned parties will find satisfactory to accompany the agreement, as we all know the time and expense that would be involved in preparing a formal survey and legal description of the area.

Please see me if you have any questions or would recommend any changes.

PDP:mh


Attachment


EXHIBIT 2
MEMORIAL PARK - VELODROME
LEGAL DESCRIPTION

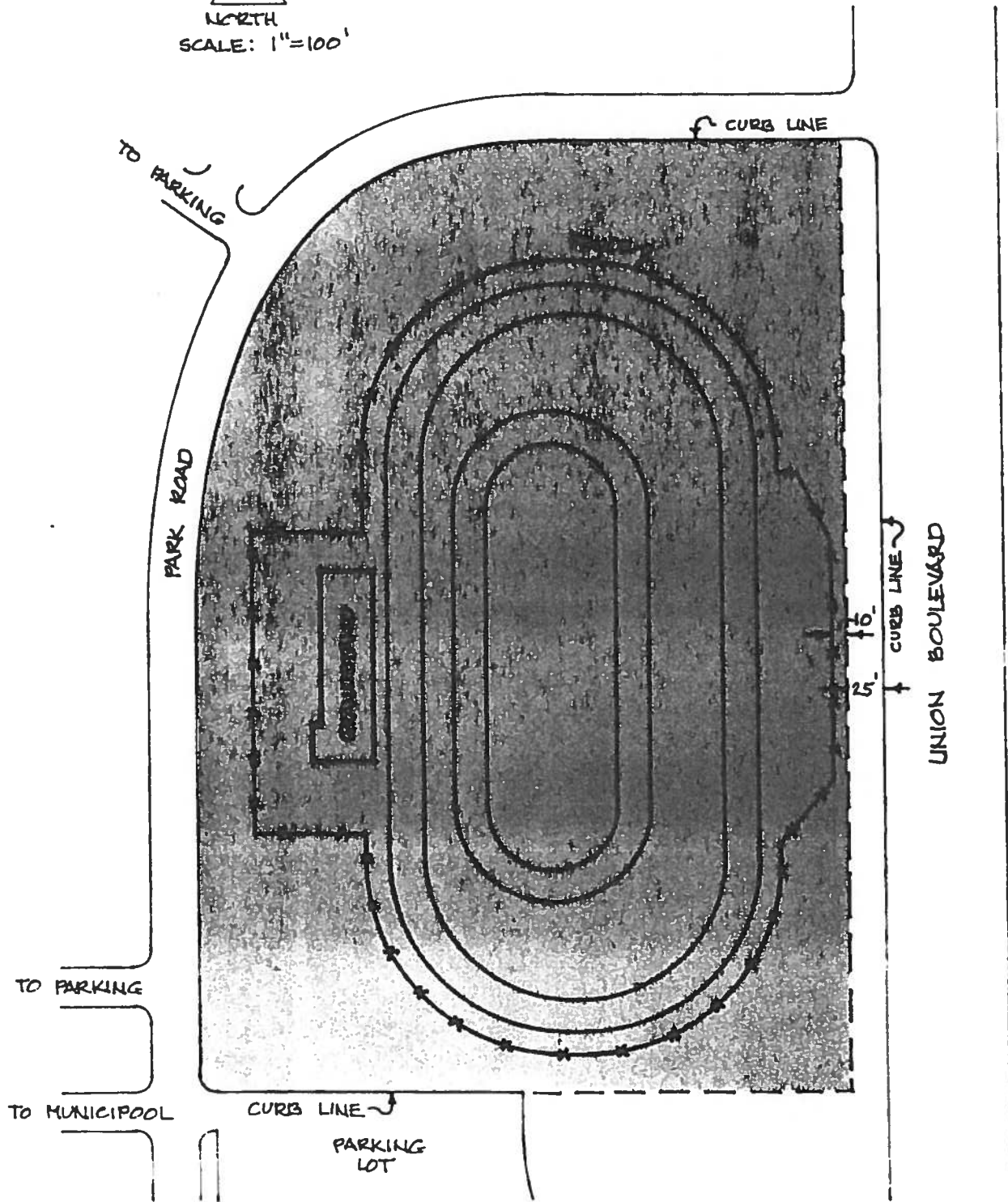
That portion of Memorial Park bounded:

- A. on the east by a line 25 feet, more or less, westerly of, and parallel to the westerly curb line of Union Blvd.
- B. on the north and west by the southerly and easterly curb line of that park road immediately north and west of the Velodrome, and
- C. on the south by the northerly curb line of that parking lot immediately south of the Velodrome, and an easterly extension of said curb line.

EXHIBIT 1 MEMORIAL PARK - VELODROME MAP


NORTH
SCALE: 1"=100'

 = VELODROME LEASE AND JOINT USE AGREEMENT AREA



LEASE AND JOINT USE AGREEMENT

THIS AGREEMENT made this 18 day of NOVEMBER, 1982, by and between the City of Colorado Springs, a municipal corporation of the State of Colorado (hereafter referred to as City) and the United States Olympic Committee, a congressionally chartered corporation, hereinafter referred to as USOC.

W I T N E S S E T H :

WHEREAS, the City is the owner of Memorial Park, a regional park which is used by persons throughout the community; and

WHEREAS, the City is desirous to encourage and foster both recreational and competitive athletic use of park and recreational facilities throughout the City; and

WHEREAS, the City believes that there is a need and a desire for amateur human-powered cycling facilities within the City; and

WHEREAS, the USOC desires to fund, build and construct a Velodrome in order to provide proper training facilities for the United States Olympic Cycling Team, as well as excellent cycling facilities for members of the community; and

WHEREAS, budgetary constraints preclude the USOC from purchasing a large tract of land which is necessary for the construction of a Velodrome; and

WHEREAS, the City and the USOC believe that the joint use of the Velodrome for the USOC as well as for citizens of the community would provide a greater benefit to the community as a whole, as well as that to the nation, through the creation of an integrated park and recreation center; and

WHEREAS, joint efforts by the USOC and the City to provide an integrated Park and Recreation Center will enable a more prudent and economical method of constructing, maintaining and providing such a Center to the community.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

ARTICLE I

DEFINITIONS

As used herein, certain terms are defined as follows:

1. "City" - The word "City" shall mean the City of Colorado Springs, Colorado, a home rule corporation of the State of Colorado, located in El Paso County, which acts by and through its City Council.
2. "USOC" - The abbreviation "USOC" shall mean the United States Olympic Committee, a congressionally chartered corporation, which acts by and through its Executive Director and its Executive Board.
3. "Parks & Recreation Department" or "Parks Department" - shall mean the Department of Parks & Recreation, acting under the authority of Chapter 18, Article 1, Part 1 (Sections 18-1-101 to 18-1-104) of the Code of the City of Colorado Springs 1980, as amended.
4. "The Velodrome Advisory Committee" - The Velodrome Advisory Committee shall mean the 2-member committee composed of 1 representative from the Parks & Recreation Department, and 1 representative from USOC.

5. "Park & Recreation Advisory Board" or "Park Board" - shall mean the Board acting under the authority of Chapter 18, Article 1, Part 2 (Sections 18-1-201 to 18-1-203) of the Code of the City of Colorado Springs 1980, as amended.

6. "Lease and Joint Use Agreement" - shall mean that permission as defined in Article 12, Section 63.B of the Charter of the City of Colorado Springs.

7. "Velodrome Area" or "Velodrome" - shall mean the parcel of land, facilities and capital improvements which are the subject of this Lease and Joint Use Agreement, generally identified by location in Exhibit 1 hereto, and to be specifically described in Exhibit 2, the legal description.

ARTICLE II

GENERAL PROVISIONS

1. Term of Agreement. The term of this Lease and Joint Use Agreement shall be for a period of twenty-five (25) years and shall begin on NOVEMBER 18, 1982, and will run to NOVEMBER 18, 2007.

2. Renewal. While City and USOC acknowledge that Article XII, Section 68, of the Charter of the City of Colorado Springs, prohibits the City from entering into Leases or Joint Use Agreements for periods longer than 25 years, City and USOC hereby set forth their intention to renew the term of this Lease and Joint Use Agreement upon its expiration so long as the demised premises are used by the USOC as set forth in Article II, Sec.3 of this Lease and Joint Use Agreement.

3. Use of Demised Premises. USOC agrees to use the demised premises as a facility for the purposes of training, and holding competitive events of amateur athletes, as well as for the use of members of the community, and for administrative, recreational and related activities associated therewith. City and USOC acknowledge that USOC's active use of the demised premises contributes substantial social and economic benefit to the City of Colorado Springs, and USOC acknowledges that a condition of the City entering into this Lease and Joint Use Agreement with the USOC is that USOC will use and continue to use the demised premises for the purposes which were stated above in this paragraph, during the entire term of the Lease and Joint Use Agreement.

4. Charter Provisions. Pursuant to the Charter of the City of Colorado Springs, and specifically Article 12, Section 63.B, a license is defined as "a temporary revocable permission granted to all other activities not a franchise." Furthermore, USOC understands that pursuant to the City Charter, Article 12, Section 72, License for Temporary Permits, "The Council may grant a temporary permit, a license or an easement at any time, in, on, above, through or under any street, alley or public place, provided such license, temporary permit or easement shall be revocable at any time, and that such right to revoke shall be expressly reserved and every temporary permit, license or easement which may be granted thereunder." USOC also understands and agrees that, pursuant to the City Charter, Article 12, Section 68, "No franchise, lease or other right to use the property of the City shall be granted by the City, except as in the Charter provided, for a longer period than twenty-five (25) years."

5. Insurance. USOC, and the City during the period of the Lease and Joint Use Agreement, agrees to provide the following insurance coverage: To provide personal injury liability insurance coverage of not less than \$300,000 each person, \$300,000 each accident; property damage liability insurance coverage of not less than \$50,000 each accident, \$100,000 aggregate. A copy of the insurance policy, or certificate of insurance evidencing the same, shall be filed with the City Clerk-Treasurer of the City of Colorado Springs and shall be kept current at all times. The USOC shall be a named insured on the City's policy. The policy or certificate of insurance, or endorsement thereto of the USOC, shall expressly state that the City Clerk-Treasurer of the City of Colorado Springs, Colorado, must be given ten (10) days' advance notice of the cancellation or termination of the insurance coverage, as applicable.

6. Approval of City Council. It is understood and agreed by USOC that the terms, conditions and provisions of this Lease and Joint Use Agreement are expressly subject to the approval of the City Council of the City of Colorado Springs, which approval shall be evidenced by the signatures of the Mayor and the City Clerk on this document.

7. Dispute Termination. It is understood and agreed between the City and the USOC that the terms, conditions and provisions of this Lease and Joint Use Agreement shall be liberally construed in order to promote a harmonious relationship with regard to the construction, maintenance and operation of the Velodrome at Memorial Park. However, in the event that there is an irreconcilable dispute between the parties with regard to an interpretation of the terms, conditions and provisions

of this Agreement, the decision of the Director of the Colorado Springs Park & Recreation Department, or his designated representative, or that interpretation shall be final, unless appealed to the Velodrome Advisory Committee. The decision of the Director of Park & Recreation or his designated representative shall be in writing, and an appeal to the Velodrome Advisory Committee must be made within ten (10) days of receipt of the written decision by the Director.

In the event of appeal, the matter shall be brought to the Velodrome Advisory Committee at their next regular meeting, or if time constraints dictate a sooner resolution, then as soon as possible. At the meeting, the Velodrome Advisory Committee shall consider the viewpoints of both parties to the Agreement and shall make a recommendation based upon the facts presented to them and any legal or budgetary considerations, as applicable. The Velodrome Advisory Committee may reverse, affirm or modify the Director's final decision. If either the Director or the USOC designated representative is dissatisfied with the decision of the Velodrome Advisory Committee, then that decision may be appealed in writing within ten (10) days of the date of the written decision of the Committee to the Mayor of the City and the Executive Director of the USOC. The Mayor and Executive Director shall meet as soon as reasonably possible, and considering all of the evidence before them, and in keeping in mind the philosophy of the parties to harmoniously construe and interpret the terms, conditions and provisions of this Lease and Joint Use Agreement, shall make a final decision on the matter. If the Mayor and Executive Director cannot resolve the dispute,

both parties agree to apply to the District Court for mediation counseling to assist the parties in resolving the dispute.

8. Noncompliance. In the event of noncompliance of any of the terms, conditions or provisions of this Agreement, either party shall have the right to terminate the Lease and Joint Use Agreement, and to take such steps as are necessary to protect their legal interests, subject to the provisions of this Agreement.

Provided, however, that either party shall give the other specific notice of the alleged breach and provide the other with thirty (30) days to cure such breach. If the breach is not cured at that time, the aggrieved party may terminate this Lease and Joint Use Agreement at that time.

ARTICLE III

LEASE PROVISIONS

1. Premises to Be Leased. The premises to be leased to the USOC by the City is that parcel of ground located in Memorial Park, Colorado Springs, Colorado, which is more particularly described by a sketch in Exhibit 1 and by legal description in Exhibit 2, which are incorporated by reference herein.

2. Construction of Velodrome Facilities. The USOC agrees to use its best efforts to secure funds sufficient to erect a Velodrome, which will be a permanent structure, upon the demised premises containing approximately 100,000 square feet of usable space during the term of this Lease and Joint Use Agreement. Further, USOC shall actively solicit funds necessary for construction of said Velodrome which is

estimated to cost at approximately \$750,000 upon execution of this Lease and Joint Use Agreement. USOC also sets forth herein its intent to construct additional capital improvements on a phased basis over the term of this Lease and Joint Use Agreement to provide such things as additional spectator seating, permanent locker room restroom and concessionaire facilities, and if necessary, a lighting system. The failure of the USOC to build the Velodrome track shall subject the USOC to default under the provisions of this Lease and Joint Use Agreement, but the failure of the USOC to provide phased improvements over the life of the Agreement shall not subject the USOC to default under any provisions of this Lease and Joint Use Agreement.

3. Assignment or Subletting. It is agreed that neither the demised premises nor any part thereof shall be sublet, nor shall this Lease and Joint Use Agreement be assigned by the USOC to any third party without the prior written consent of the City first obtained. No assignment for the benefit of creditors, or by operation of law, shall be effective to transfer any rights to an assignee without the prior written consent of the City first having been obtained. For purposes of this Section, the national governing bodies and the sponsoring corporation, in using the facilities, shall not be considered as an assignee or sublessee.

4. Mechanic's Liens. USOC agrees that it will properly pay for any work done in or about the demised premises, and will not suffer from any mechanic's liens or other liens to attach to the demised premises, and shall properly cause any claim for any such lien to be released, or to secure the City to its satisfaction in the event USOC desires to

contest any such claim. If USOC does desire to contest any such claim, USOC agrees to defend City and to pay all reasonable costs incurred along with attorneys' fees and judgments, if applicable.

5. Fire or Other Casualty. It is agreed that during the term of this Lease and Joint Use Agreement any part of the demised premises shall be so damaged by fire or other casualty so that part or all of the demised premises shall thereby be rendered untenable, the word untenable being defined as damage in excess of fifty percent (50%) of the value of any structure, then in such case this Lease and Joint Use Agreement, as it applies to the building or structure which has been rendered untenable, shall be terminated. City shall have no obligation to repair or replace the structure or buildings rendered untenable by fire or other casualty. In the event that insurance proceeds are available for the reconstruction or rehabilitation of the untenable structure or building, USOC agrees to use those proceeds in a prompt manner to reconstruct or rehabilitate the untenable building or structure, as applicable. If insurance proceeds are not available, or if the proceeds are such that reconstruction or rehabilitation are economically unfeasible, then the City may terminate this Lease and Joint Use Agreement, unless the facilities are still usable by the USOC for their intended purpose.

6. Maintenance, Repair, Alterations, Demolition, Salvage and Erection of Structures.

6.1 USOC agrees to keep in good repair and to maintain all buildings, structures and track located upon the demised premises, including the maintenance of the structural soundness of the buildings, structures and track, and to keep both the interior and exterior of the same on the demised premises in good repair, including by way of

illustration, the roof, plumbing, electrical wiring, air conditioning and heating equipment, interior decorating, plantings, (open question) track surface, etc., and to be responsible for all glass and casualty damage.

6.2 USOC shall make no change, alteration or addition to any building or structure located upon the demised premises which would impair the structural soundness or diminish or increase the size thereof, or modify the exterior thereof, without the prior written consent of City. All cost of such work shall be paid promptly by USOC so as to prevent the assertion of any liens for material or labor, as the case may be.

6.3 There shall be no demolition of any building or structure located upon the demised premises without the prior written approval of the City. Demolition of any buildings or structures by USOC shall be at the sole expense of USOC except as otherwise approved in writing by City.

6.4 USOC agrees to take the demised premises, including any buildings or structures thereon, in their present condition. All alterations, additions, erections or improvements upon the demised premises to make it suitable for USOC's purposes shall be solely at the expense of tenant, unless otherwise agreed in writing by City or as otherwise provided in this Lease and Joint Use Agreement.

6.5 All alterations, additions, erections or improvements on or in the demised premises at the expiration of this Lease, shall, at the option of City, be and become a part of the demised premises, and shall, at the option of City, remain upon and be surrendered with the

demised premises as a part thereof at the termination of this Lease and Joint Use Agreement. Should USOC fail to remove any furniture or fixtures of personal property of any kind, then the same shall be considered as abandoned and become the property of City.

6.6 USOC may erect buildings and other structures upon the demised premises, provided, that USOC notifies the City the type and location of any proposed structure prior to the date of erection thereof, and provided further, that conceptual approval of said buildings and structures or other improvements to the demised premises shall be first obtained through the Park & Recreation Advisory Board and City Council of the City of Colorado Springs.

ARTICLE IV

COVENANTS BY USOC

1. The USOC agrees and covenants as follows:

1.1 Not to use the demised premises for any purposes now or hereafter prohibited by the laws and Constitutions of the United States and the State of Colorado or applicable ordinances of the City of Colorado Springs, or for any improper or questionable purpose whatsoever.

1.2 To keep the demised premises, subject to allocation of use of the facilities between USOC and City, in a clean and sanitary condition as required by law and applicable health and police regulations.

1.3 Not to permit or suffer any disorderly conduct, unreasonable noise or nuisance whatsoever upon the demised premises, while the USOC is using the facilities.

1.4 Not to hold or attempt to hold City liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water or any repairs or alterations to the demised premises or otherwise; or liable for any injury or damage occasioned by defective wiring or breakage or stoppage of plumbing or sewage upon the demised premises, whether said breakage or stoppage results from freezing or otherwise, unless through the fault of the City, or except as otherwise provided in this Lease and Joint Use Agreement.

1.5 Not to permit or suffer the buildings or structures located upon the demised premises, or the walls or floors thereof, to be endangered by overloading.

1.6 Not to permit the demised premises to be used for any purpose which would render insurance thereon void or the insurance risk more hazardous.

1.7 To permit City at any hour of the day or night, to enter into or upon, and go through and view and inspect, the demised premises.

1.8 To be responsible for and promptly pay all charges for gas, electricity, water, sewer or any other utility used or consumed on the demised premises, including all exterior lighting of buildings, streets or parking areas, in an amount which is proportionately allocated based upon the percentage of use of facilities as between USOC and the City.

1.9 To install no electrical equipment which overloads the lines or interferes with electronic or radio or TV installations in the nearby area and if said lines are overloaded by such installation, or if such interference occurs, to immediately remedy the same at USOC's expense,

and to comply with all requirements of the Insurance Underwriters or governmental authorities.

1.10 USOC shall be responsible for obtaining all necessary State, local and national permits or licenses which are required to construct, maintain or operate any building or structure upon the demised premises.

ARTICLE V

COVENANTS OF THE CITY

1. The City agrees and covenants as follows:

1.1 City will take no acts, subject to the terms, conditions or provisions of this Lease and Joint Use Agreement, which would interfere with or destroy USOC's right to quiet and peaceful possession and enjoyment of the demised premises.

1.2 City agrees to pay its allocated share of all utility costs, as stated above, in Article IV, Sec. 8.

1.3 City agrees to be responsible for all maintenance and operational cost which are required to maintain the grounds of the leased premises in a satisfactory, reasonable and safe condition, including such items as landscaping control, removal of snow and ice, parking lot control, and the like, but not including the fenced Velodrome facilities.

ARTICLE VI

MUTUAL COVENANTS

1. City and USOC mutually agree to cooperate and work together with regard to the use of the demised premises and to attempt to

harmoniously interpret this Agreement so as to provide a long-lasting and mutually agreeable use of the demised premises.

ARTICLE VII

JOINT USE PROVISIONS

1. Priority. The City and USOC understand and agree that USOC shall have first priority for the use of the demised premises throughout the term of the Lease and Joint Use Agreement. In order to harmoniously prioritize the use of the facilities between the USOC and the public, the Executive Director or his designate, and the Director of Parks & Recreation or his designate, shall meet on a monthly basis to prioritize schedules for the ensuing quarter, subject to the appeal process in Article II, Sec. 8. When the priority schedule has been completed, both parties shall make every effort to adhere thereto, but taking into account the fact that there may be unseen circumstances which may require amendments thereto during the period. These amendments shall be made with an attempt to equitably retain the original prioritization as much as possible.

2. Maintenance Responsibilities. As was stated in Article III, Sec. 6, USOC shall have primary responsibility for the physical maintenance and operation of the Velodrome facilities and its attendant buildings and structures within fenced areas. City shall have primary responsibility for maintenance and operation of the Velodrome grounds which includes those areas which are not included in the preceding sentence. This allocation of responsibility of maintenance is a reflection of the fact that the City Park & Recreation Department can

more adequately handle the grounds of the demised premises than the USOC can, and conversely, the USOC can handle the actual Velodrome facilities and structures and buildings more adequately than the City can.

3. Velodrome Advisory Committee. The Velodrome Advisory Committee, as defined in Article I, Sec. 4 above, shall meet on an annual basis, and more regularly if desired by the Director of Park & Recreation or the Executive Director of USOC, as applicable. The member from the City shall be the Director of Parks & Recreation, or his designee, subject to the approval of the Parks and Recreation Advisory Board and City Council, and the member from the USOC shall be the Executive Director, or his designee, subject to its Board of Trustees' approval.

At its annual meeting, the Committee shall review the prioritized schedule which is set forth in Article VII, Sec. 1 above, and shall make comments and recommendations thereto. If the comments or recommendations of the Committee are not implemented by the Director of Parks & Recreation or the designated representative of the Executive Director of the USOC, then the Committee may request that the matter be referred to the Executive Director of the USOC and the Mayor of the City for final determination.

A quorum of the Committee shall be 2 members present, but no matter voted upon by the Committee shall be construed to be a vote in favor of a motion unless a majority of the members of the Committee votes in favor of the motion.

The meetings of the Committee are not required to be recorded in a verbatim manner. The minutes shall be taken by the Secretary of

the Committee. The Secretary of the Committee shall be that person appointed to that position by the Committee in its initial meeting.

All rules and regulations regarding the use of the Velodrome facilities shall be reviewed and approved by the Committee. As stated above, any appeals from the approval or rejection of the rules and regulations by the Committee shall be directed to the Mayor of the City and the Executive Director of the USOC for final dispute resolution as set forth in Art. II, §8 of this Lease and Joint Use Agreement.

ARTICLE VIII

MISCELLANEOUS

1. OPERATION OF VELODROME FACILITIES.

USOC understands and agrees that it has primary responsibility for supervision of the operation of the Velodrome facility by amateur athletes, and sanctioned events. However, the City Director of Park & Recreation will make every effort to coordinate and cooperate with the USOC in the operation of these various events and activities, as the case may be, and will provide supervision and control of events open to the general public.

2. MAINTENANCE COSTS.

Except as set forth in this Lease and Joint Use Agreement, all maintenance costs which are required to maintain the demised premises in a safe, reasonable and efficient manner, shall be allocated in relation to the pro rata use of the facilities or as provided otherwise in this

Lease and Joint Use Agreement at the expense of the USOC. In the event that insufficient funds are appropriated to properly maintain the facilities which are the responsibility of USOC, then the City, at its option, may appropriate funds for such purposes subject to reimbursement by the USOC at a later date. Otherwise, all maintenance activities shall be shared in relation to the primary responsibility as between the USOC and the City to the grounds, structures, facility and track of the Velodrome.

3. PROGRESS COMPLIANCE.

USOC and the City each agree to require their designated representatives to meet as agreed upon by both parties, and to review the progress compliance under this Agreement. Each party shall also be responsible for supervising its own personnel and shall handle all matters of mutual concern through their designated representatives.

4. INDEMNIFICATION.

Each party of this Lease and Joint Use Agreement agrees to indemnify and hold the other harmless from any and all liabilities, claims and causes of actions, and suits arising out of the personal injury or property damage to any person or persons due to the intentional or negligent omissions or acts of each other's agents, servants or employees arising out of the construction, operation or maintenance of this Agreement, subject to its provisions, terms and conditions as set forth herein.

ARTICLE IX

LEASE AND JOINT USE AGREEMENT INTERPRETATION

1. Applicable law. This Lease and Joint Use Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

2. Amendment. No amendment or modification of this Lease and Joint Use Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

3. Integration. This is a completely integrated Lease and Joint Use Agreement and contains the entire Agreement between the parties, and any prior written or oral agreements which are different from the terms, conditions and provisions of this Lease and Joint Use Agreement shall be of no effect and shall not be binding upon either party.

4. Binding Effect. This Lease and Joint Use Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided, neither party may assign or sublet its rights hereunder without the previous written consent of the other party.

5. Notice. Notices required or permitted to be given hereunder (including any notice or change of address) shall be considered delivered when hand delivered or mailed, by certified mail, return receipt requested, as follows:

United States Olympic Committee
c/o Executive Director
1750 E. Boulder Street
Colorado Springs, Colorado 80909

with copies to:

General Counsel
United States Olympic Committee
1750 E. Boulder Street
Colorado Springs, Colorado 80909

City of Colorado Springs
c/o Director of Park & Recreation
1400 Glen Avenue
Colorado Springs, Colorado 80905

with copies to:

City Attorney
P.O. Box 1575
Colorado Springs, Colorado 80901

All notices so given shall be considered effective when delivered by hand delivery or in writing, as stated above.

6. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single Agreement.

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

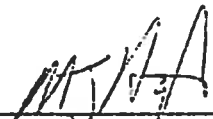
CITY OF COLORADO SPRINGS

BY: 
Mayor

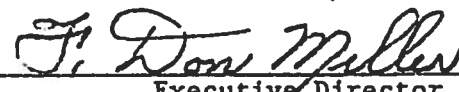
ATTEST:


City Clerk-Treasurer

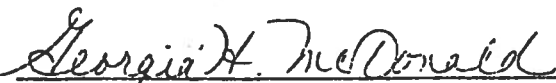
APPROVED AS TO FORM:


City Attorney

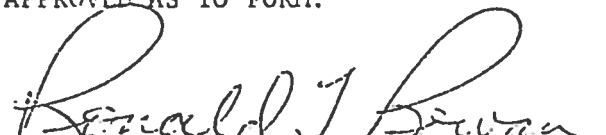
UNITED STATES OLYMPIC COMMITTEE

BY: 
Executive Director

ATTEST:


Secretary

APPROVED AS TO FORM:


General Counsel, USOC

STATE OF COLORADO)
) ss:
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19th
day of November, 1982, by Robert M. Isaac, Mayor of the
City of Colorado Springs.

Witness my hand and official seal.

My Comm Exp 1-11-83

William E. Hunter
Notary Public
*30 S. Nevada
A.S. Co. 80903*

STATE OF Colorado)
) ss:
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 20th
day of December, 1982, by F. Don Miller, Executive
Director, United States Olympic Committee, a Congressionally Chartered
Corporation.

Witness my hand and official seal.

Georgia H. McDonald
Notary Public

My Comm Exp: 11-1-83

Resolution No. 164-82

A RESOLUTION AUTHORIZING THE PROPER CITY
OFFICIALS TO EXECUTE A LEASE AND CONTRACT
WITH THE UNITED STATES OLYMPIC COMMITTEE
FOR THE VELODROME PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO
SPRINGS:

That the proper City officials are hereby authorized to execute a
Lease and Contract with the United States Olympic Committee for the
Velodrome Project.

Dated at Colorado Springs, Colorado, this 22nd day of June,
1982.



Mayor

ATTEST:



City Clerk

Extra Item No. 3