



1000 Englewood Pkwy – Community Room
Englewood, CO 80110

AGENDA

City Council Study Session
Monday, Feb. 1, 2016 ♦ 6:00 p.m.

City Council Dinner Available at 5:30 p.m.

- I. Arapahoe County Commissioner Nancy Doty and RTD District Representative Jeff Walker 6:00 – 6:40 p.m.**
- II. Paseo Lease Agreements 6:40 – 6:55 p.m.**
- III. Citizen of the Year Selection Discussion 6:55 – 7:10 p.m.**
- IV. Board and Commission Appreciation Night/Gift Discussion 7:10 – 7:30 p.m.**



TO: Honorable Mayor Jefferson and Members of City Council

FROM: Darren Hollingsworth, Economic Development Manager

THRU: Eric A Keck, City Manager
Michael Flaherty, Deputy City Manager/Interim Director, Community Development

DATE: February 1, 2016

SUBJECT: Paseo Lease Agreements

At the February 1, 2016, Study Session City Council will discuss two lease agreements for the City owned west-side paseo, located in the 3400 block of South Broadway. A portion of the City-owned paseo is currently leased to an adjacent business owner, the Brew on Broadway (BoB), a brewery and coffee shop, for outside seating to support his operation. The lease agreement with the BoB at 3445 South Broadway has been in place since April 2013 and expires in April 2016. The business owner is requesting the renewal of this lease agreement with the same terms and conditions.

In addition, Zomo, an Asian-fusion restaurant, is opening adjacent to the west-side paseo and requesting a lease agreement for outside seating. Zomo is currently underway with tenant finish to upgrade the former El-Tepehuan Mexican Restaurant space at 3457 South Broadway. Zomo is requesting a lease with identical terms to the lease agreement for the BoB.

Outside seating in the west-side paseo creates vibrancy in downtown Englewood by activating public spaces. Since Council has previously supported a lease agreement with the BoB for outside seating, staff has encouraged the Zomo operator to consider the use of the paseo for outside seating. Below is a summary of the lease terms for these lease agreements:

	Term	Square Feet	Annual Lease Amount
Brew on Broadway	April 2016 thru April 2018	914	\$914.00
Zomo	April 2016 thru April 2018	332	\$332.00

Attachments: BoB lease agreement showing paseo seating area
Zomo lease agreement showing paseo seating area

**LEASE OF CITY OWNED PROPERTY FOR OUTDOOR SEATING FOR
"THE BREW ON BROADWAY"**

COPY

This lease, dated _____, is between the CITY OF ENGLEWOOD, 1000 Englewood Parkway, Englewood, Colorado 80110, as Landlord and PAUL WEBSTER, SUZANNE ODIORNE-WEBSTER, MATHEW WEBSTER, AND CHARLES HOUCK as Tenants.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises situate in Arapahoe County, in the State of Colorado; the address of which is 3449 South Broadway, Englewood, Colorado 80113, more fully described as follows:

That portion of Lots 35 and 36 Block 1 Enwood Addition as defined in Exhibit A.

Said parcel contains approximately 914 square feet.

Said premises, with all the appurtenances, are leased to the Tenant from the date of April 1, 2016 - April 1, 2018, at and for a rental for the full term of one dollar per square foot with the payment in the amount of \$914.00 on approval of the Lease by Tenant.

The Tenant may, with approval of the Landlord, extend this lease for two (2) one (1) year periods; notice of extension shall be given in writing sixty days (60 days) before the termination of this Lease. This extension shall be for the rent of one dollar per square foot per year (\$914.00) and said rent shall be due on April 1 of each renewal year, payable at 1000 Englewood Parkway, Englewood, Colorado 80110 Attention: Finance Department, without notice.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. To pay the rent for the premises above-described, in advance.
2. To keep the improvements upon the premises including drainage, fences, wiring and lighting in good repair, all at Tenant's expense, and at the expiration of this lease to surrender the premises in the same condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted. Tenant shall post a bond with the City in the amount of five thousand dollars (\$5,000.00) to secure the removal of improvements or repairs should the Tenant fail to surrender premises as described herein.
3. To keep the premises free and clear of ice and snow, and to keep the entire premises free from all litter, dirt, debris and obstructions; to keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated.
4. To sublet no part of the premises, and not to assign the lease or any interest therein.

5. To use the premises only as seating for the adjoining premises at 3445 South Broadway and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
6. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, plumbing or storm water, nor shall said premises be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations to or changes in, upon, or about the premises without obtaining the written consent of the Landlord therefore.
7. To allow the Landlord to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

8. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.
9. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.
10. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.
11. At the Landlord's option, it shall be deemed a breach of this lease if the Tenant defaults (a) in the payment of the rent or any other monetary obligation herein; or (b) in the performance of any other term or condition of this lease. The Landlord may elect to cure such default and any expenses of curing may be added to the rent and shall become immediately due and payable.

In the event that the Landlord elects to declare a breach of this lease, the Landlord shall have the right to give the Tenant three (3) days written notice requiring payment of the rent or compliance with other terms or provisions of the lease, or delivery of the possession of the premises. In the event any default remains uncorrected after three (3) days written notice, the Landlord, at Landlord's option, may declare the term ended, repossess the premises, expel the Tenant and those claiming through or under the Tenant and remove the effects of the Tenant, all without being deemed guilty in trespass or of a forcible entry and detainer and without prejudice to any other remedies to which the Landlord may be entitled. If at any time this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of unlawful detention of the premises. The Landlord shall be entitled to recover from the Tenant all damages by reason of the Tenant's default, including but not limited to the cost to recover and repossess the premises, the expenses of reletting, necessary renovation and alteration expenses, commissions and the rent for the balance of the term of this lease.

12. In the event of any dispute arising under the terms of this lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.
13. In the event any payment required hereunder is not made within (10) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.
14. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.
15. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.
16. Tenant shall insure the premises for public liability and property damage in the sum of One Million Dollars with the City of Englewood as an additional insured.
17. Should any provision of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.
18. This lease shall be binding on the parties, their personal representatives, successors and assigns.
19. When used herein, the singular shall include the plural, and the use of any gender shall apply to both genders.

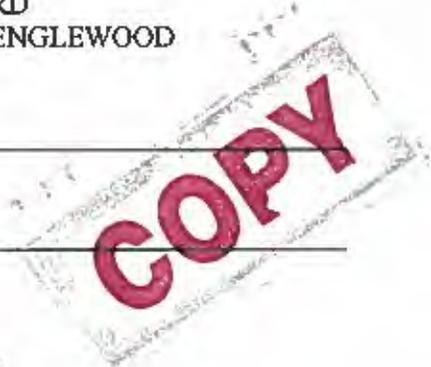
ADDITIONAL PROVISIONS

Tenant shall pay the cost of the construction after written approval of any improvements.

LANDLORD
CITY OF ENGLEWOOD

By: _____

ATTEST: _____



TENANTS
WEBSTER BREWS LLC.

By: _____
PAUL WEBSTER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Paul Webster.

My commission expires: _____
Notary Public _____

By: _____
SUZANNE ODIORNE-WEBSTER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Suzanne Odiorne-Webster.

My commission expires: _____
Notary Public _____

By: _____
MATHREW WEBSTER

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Mathew Webster.

Notary Public

My commission expires: _____

By: _____
CHARLES HOUCK

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Charles Houck.

Notary Public

My commission expires: _____

V. B. 11
COPY

**LEASE OF CITY OWNED PROPERTY FOR OUTDOOR SEATING FOR
"ZOMO"**

This lease, dated _____, is between the CITY OF ENGLEWOOD, 1000 Englewood Parkway, Englewood, Colorado 80110, as Landlord and ZOMO, LLC. as Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises situate in Arapahoe County, in the State of Colorado; the address of which is 3457 South Broadway, Englewood, Colorado 80113, more fully described as follows:

That portion of Lots 35 and 36 Block 1 Enwood Addition as defined in Exhibit A.

Said parcel contains approximately 332 square feet.

Said premises, with all the appurtenances, are leased to the Tenant from the date of April 1, 2016 - April 1, 2018, at and for a rental for the full term of one dollar per square foot with the payment in the amount of \$332.00 on approval of the Lease by Tenant.

The Tenant may, with approval of the Landlord, extend this lease for two (2) one (1) year periods; notice of extension shall be given in writing sixty days (60 days) before the termination of this Lease. This extension shall be for the rent of one dollar per square foot per year (\$332.00) and said rent shall be due on April 1 of each renewal year, payable at 1000 Englewood Parkway, Englewood, Colorado 80110 Attention: Finance Department, without notice.

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3. To keep the premises free and clear of ice and snow, and to keep the entire premises free from all litter, dirt, debris and obstructions; to keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated.
4. To sublet no part of the premises, and not to assign the lease or any interest therein.

5. To use the premises only as seating for the adjoining premises at 3457 South Broadway and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
6. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, plumbing or storm water, nor shall said premises be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations to or changes in, upon, or about the premises without obtaining the written consent of the Landlord therefore.
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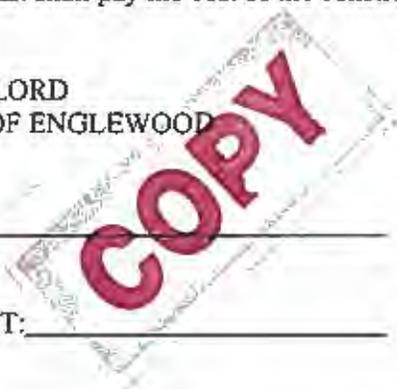
ADDITIONAL PROVISIONS

Tenant shall pay the cost of the construction after written approval of any improvements.

LANDLORD
CITY OF ENGLEWOOD

By: _____

ATTEST: _____



TENANT
ZOMO, LLC.

By: _____
Ryan Anderson

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Ryan Anderson as operating member of ZOMO, LLC.

Notary Public

My commission expires: _____

By: _____
Alysia Davey

STATE OF COLORADO)
)ss.
COUNTY OF _____)

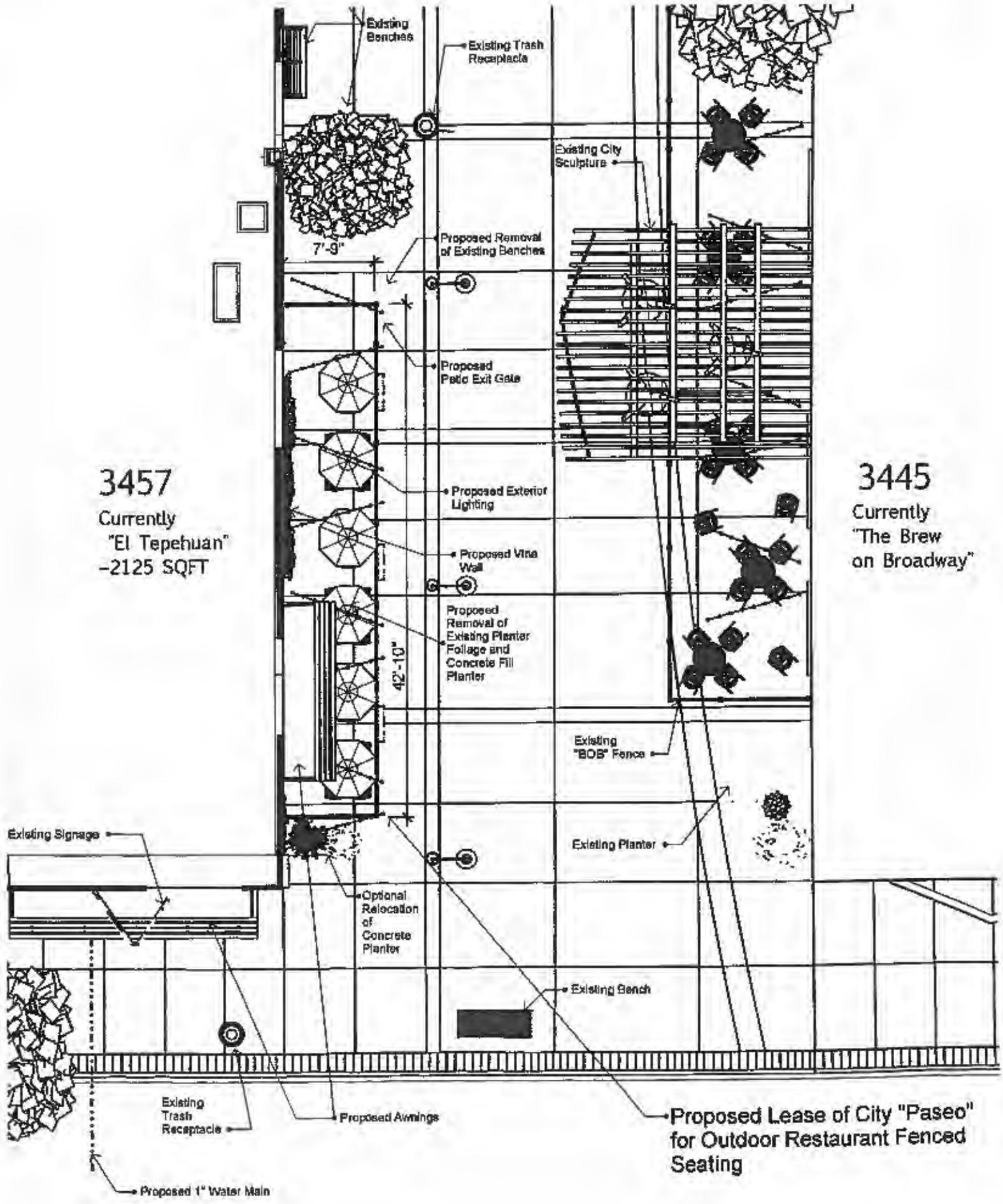
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Alysia Davey as operating member of ZOMO, LLC.

Notary Public

My commission expires: _____

3457
Currently
"El Tepehuan"
-2125 SQFT

3445
Currently
"The Brew
on Broadway"





Memorandum

TO: Mayor Jefferson and Members of City Council
THROUGH: Eric A. Keck, City Manager
FROM: Alison Carney, Executive Assistant
DATE: February 1, 2015
SUBJECT: Board and Commission Appreciation for 2016

The City Council Board and Commission Appreciation budget for 2016 is \$1,250. The budget for food is \$250 and the budget for appreciation gifts is \$1,000. There are approximately 160 board and commission members who receive gifts.

In the past the Appreciation Night has been held at Pirates Cove with ice cream or at the Recreation Center for a BBQ.

In past years Board and Commission members have received two tickets to Pirates Cove as gifts. This is an option for 2016.

Council will need to provide direction on where to hold the event and on gifts.

Thanks.