



## Council Request Update

May 1, 2017

**Council Request: 17-009**

**Assigned to:** CMO

**Request:** Request for the guidelines the school district used for its Design Group.

**Response:** Please see attached memo from City Manager Eric Keck.

**Council Request: 17-037**

**Assigned to:** Parks, Recreation & Library

**Request:** Request for how much money the City spends on the maintenance of the medians and the paseo and how much is budgeted in 2017.

**Response:** Please see attached from Parks, Recreation & Library Director Dorothy Hargrove.

**Council Request: 17-038**

**Assigned to:** Parks, Recreation & Library

**Request:** Request for information on whether the City could require the Brew on Broadway and Zomo to help maintain the Paseo.

**Response:** Please see attached from Parks, Recreation & Library Director Dorothy Hargrove.

**Council Request: 17-040**

**Assigned to:** Parks, Recreation & Library

**Request:** Request for the list of volunteer hours, locations, activities of volunteers for Parks, Recreation, Library and Golf and how much money volunteers have saved the city.

**Response:** Please see attached from Parks, Recreation & Library Director Dorothy Hargrove.

**Council Request: 17-044**

**Assigned to:** CMO

**Request:** Request for list of Council liaisons and policy.

**Response:** Please see Council liaison list attached. A Council liaison policy does not exist.

Council Requests 2017: Table

4/27/2017

Number	Date Requested	Requested by	Request	Assign	Due Date	Date Comp
17-001	1/3/2017	Jefferson	Utilities obtain confirmation from ACZ they do not have 2010 residual	Utiliti	1/9/2017	1/19/2017
17-002	1/3/2017	Barrentine	Pass along Ms. Bailey's questions and recommendations to Integral	Utiliti	1/9/2017	1/6/2017
17-003	1/3/2017	Barrentine	Documenation for previous 4th of July event planning with Carol Hiller	CMO	1/9/2017	1/23/2017
17-004	1/3/2017	Barrentine	Cahoots Communication blueprint for the City of Englewood	CMO	1/9/2017	1/23/2017
17-005	1/26/2017	Jefferson	Sherman Street resident complaint re: unfair treatment for his code	PD	1/31/2017	1/26/2017
17-006	2/6/2017	Martinez	Sex Offender registration information	PD	2/10/2017	2/7/2017
17-007	2/6/2017	Barrentine	Complaint against code enforcement	PD	2/13/2017	2/6/2017
17-008	3/20/2017	Barrentine	Request for RFQ for Police building	FAS	3/27/2017	3/22/2017
17-009	3/20/2017	Barrentine	Guidelines for school districts Design Group	CMO	3/27/2017	4/21/2017
17-010	3/20/2017	Russell	Charter showing what services City must provide	CMO	3/27/2017	3/23/2017
17-011	3/20/2017	Jefferson	Copy of capital budget for past 5 years	FAS	3/27/2017	
17-012	3/20/2017	Jefferson	Site plan & elevation for Acoma Lofts	CD	3/27/2017	3/23/2017
17-013	3/20/2017	Barrentine	EMRF ballot-issue analysis	CA	3/27/2017	3/22/2017
17-014	3/27/2017	Barrentine	Can EURA funds be used for improvements on S. Broadway	CA	3/30/2017	3/30/2017
17-015	4/3/2017	Barrentine	Accounting trail and planned future payments for Medici property	FAS	4/10/2017	
17-016	4/3/2017	Barrentine	2015 Int'l Fire Code - send to Council and post on website	CMO	4/10/2017	4/20/2017
17-017	4/3/2017	Russell	List of ammendments passed by Denver, regarding Fire Code	PD	4/10/2017	
17-018	4/3/2017	Russell	List of ammendments not recommended by Englewood, regarding Fire	PD	4/10/2017	
17-019	4/3/2017	Barrentine/G	Executive summary of Fire Code analysis for Englewood and Denver -	PD	4/10/2017	
17-020	4/3/2017	Olson	Summary of analysis on how the Fire Code will impact Englewood citizens	PD	4/10/2017	
17-021	4/3/2017	Jefferson	Provide Council with decisions on proposed changes to Fire Code	PD	4/10/2017	
17-022	4/3/2017	Martinez	Apartments behind Headed West - for sale or lease?	CD	4/10/2017	4/4/2017
17-023	4/3/2017	Barrentine	Summary of issue related to Art Emison's West Adriatic Place	CMO	4/10/2017	4/5/2017
17-024	4/3/2017	Jefferson	Date for Citizen of the Year Celebration	CMO	4/10/2017	4/5/2017
17-025	4/3/2017	Olson	How are we going about the accomplishment of Council Goals	CMO	4/10/2017	
17-026	4/3/2017	Barrentine	Complete analysis of Englewood EURA budget and funding as it relates to	FAS	4/10/2017	4/6/2017
17-027	4/3/2017	Russell	Final sex offender ordinance sent to all Council members	CA	4/10/2017	
17-028	4/10/2017	Yates	Look into putting in speed signs around the city	PW	4/17/2017	4/19/2017
17-029	4/10/2017	Barrentine	what was passed in the CBRE agreement	PW	4/17/2017	4/13/2017
17-030	4/10/2017	Jefferson	Comparison with Northglenn Police Department	PW	4/17/2017	4/13/2017

Council Requests 2017: Table

4/27/2017

Number	Date Requested	Requested by	Request	Assign	Due Date	Date Comp
17-031	4/10/2017	Council	Summary of top 5 architect proposals with scoring sheet	PW	4/17/2017	4/13/2017
17-032	4/10/2017	Jefferson	Request to create a revenue manual	FAS	4/17/2017	
17-033	4/10/2017	Yates	Request to create a video tutorial navigating Open Gov	CMO	4/24/2017	
17-034	4/10/2017	Jefferson	Request for 10-20 year trends on expense and revenue	FAS	4/17/2017	
17-035	4/10/2017	Yates	Administrative changes in line with the Denver amendments to fire code	CD	4/17/2017	
17-036	4/13/2017	Jefferson	Update on the code enforcement of Sullivan and Hayes building on	PD/C	4/19/2017	
17-037	4/17/2017	Jefferson	How much does it cost to maintain medians and paseo on Broadway?	PRL	4/24/2017	4/21/2017
17-038	4/17/2017	Barrentine	Leases for the Paseo. Could City require BOB and Zomo to help maintain	PRL	4/24/2017	4/21/2017
17-039	4/17/2017	Barrentine	Total revenue generated by Pirates Cove since it opened. Costs for facility	PRL	4/24/2017	4/21/2017
17-040	4/17/2017	Barrentine	List of volunteer hours, location, activities with P, R, L & Golf. How much	PRL	4/24/2017	
17-041	4/17/2017	Russell	Budget documentation showing where the Infor Software at WWTP will	WWT	4/24/2017	4/21/2017
17-042	4/17/2017	Olson	Can the City take the Depot back or force the owner to move forward on	CA	4/24/2017	
17-043	4/17/2017	Jefferson	Information shared with Art Emison regarding W. Adriatic Place. Does	CD	4/24/2017	
17-044	4/17/2017	Jefferson	Policy for Council liasions. Who are the backup liasions for each	CMO	4/24/2017	
17-045	4/17/2017	Yates	Costs for producing the paper Council packet. Including staff time,	Clerks	4/24/2017	
17-046	4/17/2017	Olson	Set up a hospital meeting with Swedish, Craig, Linda & Rick at same time	CMO	4/24/2017	
17-047	4/10/2017	Council	ETAC Recommendations for mid-block crossing	PW	4/20/2017	
17-048	4/24/2017	Olson	5-yr analysis of overtime in PD dispatch	PD	4/27/2017	
17-049	4/24/2017	Barrentine	Year-to-date overtime in PD dispatch	PD	4/27/2017	
17-050	4/24/2017	Russell	Detailed description of each of the functional areas of PD, specifically	PD	4/27/2017	
17-051	4/24/2017	Barrentine	Analysis of the RMS system and what the \$725,000 would purchase. Can	IT/PD	4/27/2017	
17-052	4/24/2017	Barrentine	Information on the current PD districts and analysis on plan to add a new	PD	4/27/2017	
17-053	4/24/2017	Barrentine	Anaylsis of the potential sale of Fox building. What did City pay for it?	PD	4/27/2017	
17-054	4/24/2017	Barrentine	Will off-site storage be required once new PD building is complete?	PD	4/27/2017	
17-055	4/24/2017	Barrentine	Analysis of forfeiture fund. Provide a 5-year financial analysis.	FAS	4/27/2017	
17-056	4/24/2017	Barrentine	Process for deciding to shut down Traffic or Impact Team Units in staffing	PD	4/27/2017	
17-057	4/24/2017	Barrentine	Description of culture of PD. Why we have attrition of officers when	PD	4/27/2017	
17-058	4/24/2017	Olson	Graphic showing crime statistics over past 5 years.	PD	4/27/2017	
17-059	4/24/2017	Olson	Graphic showing PD's staffing over past 5 years.	PD	4/27/2017	
17-060	4/24/2017	Olson	A census/population growth chart for last 5 years.	CD	4/27/2017	

Number	Date Requested	Requested by	Request	Assign	Due Date	Date Comp
17-061	4/24/2017	Olson	Analysis of Chief Collin's policing methodology change and its impact on	PD	4/27/2017	
17-062	4/24/2017	Olson	Legal analysis of the Fox building and whether or not the forfeiture rules	CAO	4/27/2017	
17-063	4/24/2017	Barrentine	Information on collaboration with social workers to help proactive case	Court	4/27/2017	
17-064	4/24/2017	Barrentine	Analysis of the Associates Judges, how many hours/days they work in	Court	4/27/2017	
17-065	4/24/2017	Olson	Assistance for apartment residents whose complexes do not provide	CMO	4/27/2017	



TO: Honorable Mayor and Members of the City Council

FROM: Eric A. Keck, City Manager

DATE: 21 March 2017

SUBJECT: Council Request 17-009 Concerning School Design Advisory Group

In an effort to address Councilmember Barrentine's request relating to details and guidelines concerning the Englewood School District's Design Advisory Group, I spoke with Job Guterrez from Wold Architects. Mr. Guterrez is the principal architect on both the Clayton and Charles Hay Elementary school projects.

Mr. Guterrez stated that the use of the Design Advisory Group emanated from the Board of Trustees' desire to see residents engaged in helping to design the new school facilities. The DAG as also utilized as a means to generate more excitement in the projects and ensure that interested persons and neighbors to the schools could help with the design of the facilities. The process began with a notice on the School District website as well as an article in the Englewood Herald talking about the project and the invitation for interested persons to participate in the DAG. The DAG was also comprised of school personnel from the two schools undergoing construction.

A design advisory group was created for both Clayton and Charles Hay and the schedule was established to have the DAG meet every other Thursday for an hour a half. The DAG schedule was established to engage the group at critical points in the project including site design and building orientation and design development which provided the School District with a building design and architectural style unique to the school's purpose and neighborhood. Early in the process the DAG members were taken on a field trip to the recently completed Fort Logan-Northgate campus in Sheridan as an example of what a modern school design could look like. From there the DAG was used to elicit ideas on how the schools should be oriented on the property and interface with the neighborhood.

The DAG was used as a sounding board for concepts and plans for the schools with the Englewood School District ultimately holding design and decision controls. Mr. Guterrez indicated that the DAG was very helpful in accomplishing the design process and the schools recognized the participation of the volunteer members for their work.

Please let me know if you require any additional information on this matter.



**TO:** Mayor Jefferson and Members of City Council

**THROUGH:** Eric Keck, City Manager

**FROM:** Dorothy Hargrove – Director, Department of Parks, Recreation and Library Services

**DATE:** April 20, 2017

**SUBJECT:** Council Request 17-037

*Requested by Mayor Jefferson: How much money does the City spend on the maintenance of the medians and the paseo? How much is budgeted in 2017?*

Total expenses for planting and median maintenance in 2016 were \$135,229. This included \$84,229 for Broadway median landscaping from the Public Improvement Fund that covered the expense of a major landscape improvement and new plantings. An additional \$51,000 from the Parks general fund operating budget paid for additional pruning, irrigation repairs, fertilizer, pesticides, and weeding.

The total budgeted expenses for 2017 are \$94,330. This includes an estimated half of the line item of \$46,521 allocated for Broadway medians, flower pots, and holiday lighting in the Public Improvement Fund. We estimate an expense of \$71,070 in the Parks general fund operating budget for continued pruning, irrigation, fertilizer, pesticides, and weeding.

The expenses for maintenance of the Paseo, both on the east and west sides, are estimated at about \$2,000 each year. This covers the cost of some trash and snow removal, flowers, irrigation, weeding and pruning.



**TO:** Mayor Jefferson and Members of City Council

**THROUGH:** Eric Keck, City Manager

**FROM:** Dorothy Hargrove, Director – Department of Parks, Recreation and Library Services

**DATE:** April 20, 2017

**SUBJECT:** Council Request 17-038

*Requested by Laurett Barrentine: We would like to see the leases for the Paseo and see if the City could require the BOB and Zomo to help maintain the Paseo.*

I have attached the copies of leases for these businesses. The Brew on Broadway lease was approved by Ordinance 6, Series 2013. Their annual lease rate is \$914.00. The Zomo lease was approved by Ordinance 11, Series 2016. Their annual lease rate is \$332.00.

The leases require the tenants to keep their respective areas clean, free of snow and ice, and in good condition. There is no provision in the lease for the tenants to maintain the common areas. The Parks division expends about \$1,000 on this section of the Paseo, primarily in staff time for maintenance, trash and snow removal, irrigation, and some flower maintenance. A request that the tenants maintain the common area would not only presuppose that they had the equipment and expertise to do so but would also require that the leases be amended accordingly.

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

This lease, dated March 20 2013, 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, 2013 - April 1, 2014, 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.



By: \_\_\_\_\_  
MATHREW WEBSTER

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Mathew Webster.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

By: ~~\_\_\_\_\_  
CHARLES HOUCK~~

STATE OF COLORADO )  
 )ss.  
COUNTY OF Elves )

The foregoing instrument was acknowledged before me this 20 day of March, 2013, by Charles Houck.

\_\_\_\_\_  
Notary Public

My commission expires: 7/21/2015





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

This lease, dated March 14, 2016, is between the CITY OF ENGLEWOOD, 1000 Englewood Parkway, Englewood, Colorado 80110, as Landlord and ZOMO, LLC., whose address is 3457 South Broadway, Englewood, CO 80113, 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 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 332 square feet.

Said premises, with all the appurtenances, are leased to the Tenant from the date of April 1, 2016 - April 1, 2019, 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 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 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.
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: [Signature]  
ATTEST: [Signature]

TENANT  
ZOMO, LLC.

By: [Signature]  
Ryan Anderson

Julie A Bailey  
Notary Public  
State of Colorado  
Notary ID: 20144008811  
My Commission Expires February 24, 2018

STATE OF COLORADO )  
  )ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 20 16, by Ryan Anderson as operating member of ZOMO, LLC.

My commission expires: 2-24-2018 Notary Public [Signature]

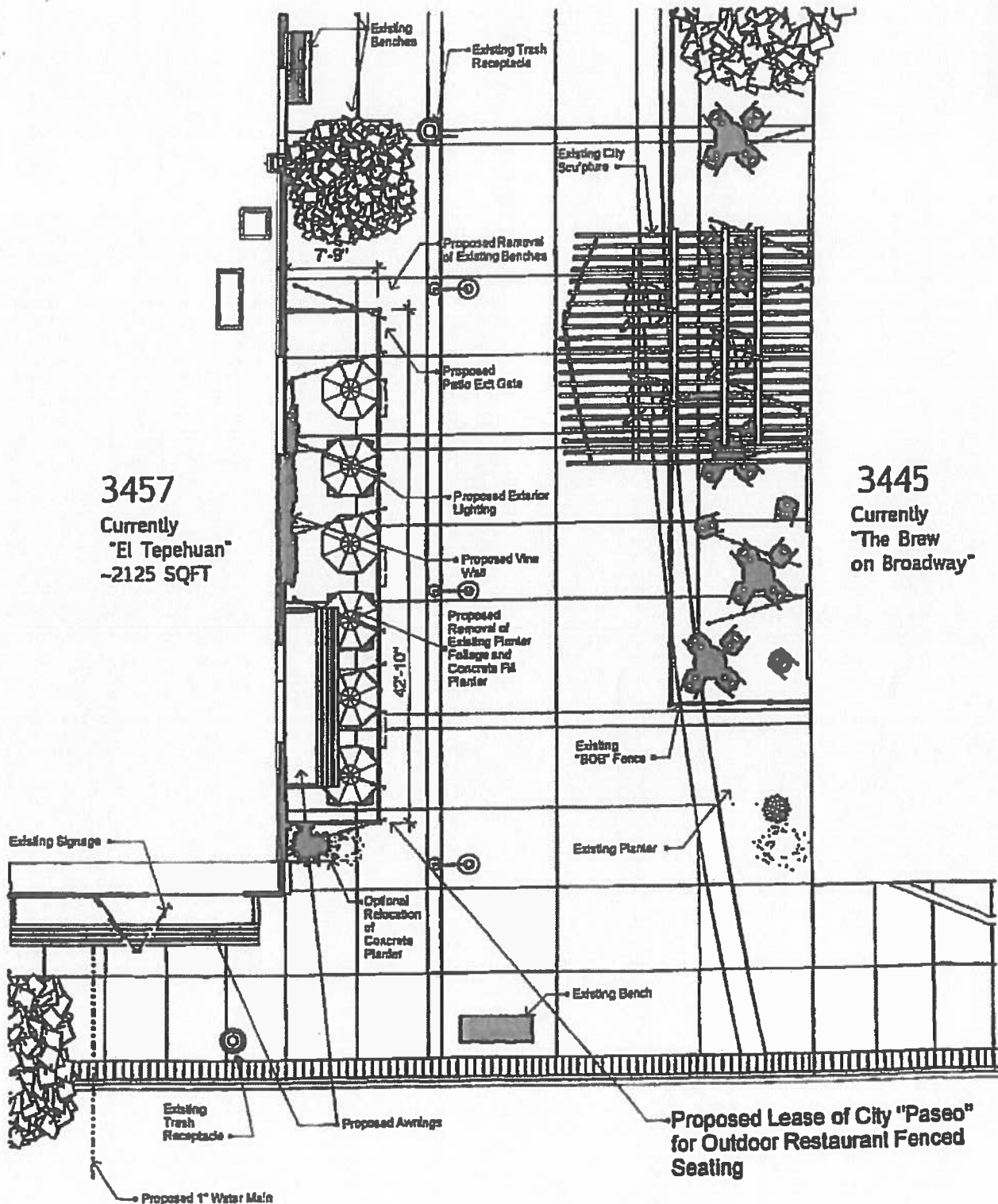
By: [Signature]  
Alycia Davey

Julie A Bailey  
Notary Public  
State of Colorado  
Notary ID: 20144008811  
My Commission Expires February 24, 2018

STATE OF COLORADO )  
  )ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 20 16, by Alycia Davey as operating member of ZOMO, LLC.

My commission expires: 2-24-2018 Notary Public [Signature]



**3457**  
 Currently  
 "El Tepehuan"  
 ~2125 SQFT

**3445**  
 Currently  
 "The Brew  
 on Broadway"

**Proposed Lease of City "Paseo"  
 for Outdoor Restaurant Fenced  
 Seating**



**TO:** Mayor Jefferson and Members of City Council

**THROUGH:** Eric Keck, City Manager

**FROM:** Dorothy Hargrove, Director – Department of Parks, Recreation and Library Services

**DATE:** April 20, 2017

**SUBJECT:** Council Request 17-040

*Requested by: Laurrett Barrentine: Requested a list of volunteer hours, location and activities with Parks, Recreation, Library and Golf. Would like to know how much money these volunteer hours have saved the City.*

In 2016, volunteers contributed over 7,800 hours to the Department of Parks, Recreation and Library Services. Attached is a breakdown of the volunteer hours worked by division, activity and estimated cost savings. The monetary value of volunteer time used in these calculations was \$25.97 per hour, based on an industry norm published by the Independent Sector, a coalition of charities, foundations, corporations and individuals that publish research important to the non-profit sector.

In addition, we are actively working with staff throughout the City to expand and improve our volunteer recruiting, utilization and recognition. Our goal is to increase volunteer hours throughout the City by at least 10% in 2017.

<u>Recreation</u>	<u># Hours</u>	<u>Cost Savings</u>
Special Events/Youth	230	\$5,973.10
Youth Dance	90	\$2,337.30
Malley Special Events	202	\$5,245.94
Sounds of Summer Concert Series	24	\$623.28
Malley Front Desk	779	\$20,230.63
VOA Lunch Program	2578	\$66,950.66
Gardeners	200	\$5,194.00
Flu Shots	5	\$129.85
Volunteer Nurses	280	\$7,271.60
High School Community Service	20	\$519.40
Sr. Volleball Coach	50	\$1,298.50
Sr. Softball Coach	50	\$1,298.50
Education	793	\$20,594.21
Cultural	80	\$2,077.60
Drama	75	\$1,947.75
Fitness	32	\$831.04
Outdoor/Trips	137	\$3,557.89
ERC Aquatics Learn to Swim Aide	120	\$3,116.40
Jr. Lifeguard	435	\$11,296.95
	6180	\$160,494.60
<u>Parks</u>	<u># Hours</u>	<u>Cost Savings</u>
2016 Volunteer Flower Bed Volunteers	165	\$4,285.05
Centennial Park Tree Planting	48	\$1,246.56
Canine Corral Dog Agility Course	192	\$4,986.24
	405	\$10,517.85
<u>Library</u>	<u># Hours</u>	<u>Cost Savings</u>
Englewood Public Library		
Summer Reading Program/Computer Tech Lab/Miscellaneous	1119	\$29,060.43
<u>Broken Tee Golf Course</u>	<u># Hours</u>	<u>Cost Savings</u>
Jr. Golf Instruction	83	\$2,155.51
Jr. Golf BBQ	70.5	\$1,830.89
	153.5	\$3,986.40
<b>Grand Total</b>	<b>7857.5</b>	<b>\$204,059.28</b>

BOARDS & COMMISSIONS	PAST LIAISON	MEETS	LIAISON
Alliance for Commerce in Englewood	Jefferson	2nd Thursday at 11:30 a.m.	Jefferson
			Yates (alternate)
Budget Advisory	Jefferson	3rd Tuesday at 4:30 p.m.	No liaison. Remain independent
	Olson (alternate)		Olson (alternate) (tenure as Council Member)
Code Enforcement Advisory	Gillit	Ad hoc basis determined by Council or Committee Chair	Gillit (tenure as Council Member)
	McCasin		Russell
Cultural Arts	Wilson	1st Wednesday at 5:45 p.m.	Martinez
Englewood Housing Authority	Olson	1st Wednesday at 4:00 p.m.	Olson (tenure as Council Member)
Firefighters Pension Board	Penn (Mayor mandatory)	2nd Thursday of Feb., May, Aug. & Nov. at 4:00 p.m.	Jefferson (Mayor mandatory)
Keep Englewood Beautiful	McCasin	2nd Tuesday at 6:30 p.m.	Martinez
Malley Center Trust Fund	Yates	4x/year, as needed	Yates (tenure as Council Member)
	Wilson (Council Delegate Trustee)		Russell
Non-emergency Employees Retirement	Yates	2nd Tuesday of Feb., May, Aug. & Nov. at 4:00 p.m.	Yates (tenure as Council Member)
Parks & Recreation	McCasin	2nd Thursday at 5:30 p.m.	Olson
Police & Fire Supplemental Disability	Penn (Mayor mandatory)	As necessary	Jefferson (Mayor mandatory)
Police Officers Pension Board	Penn (Mayor mandatory)	2nd Thursday of Feb., May, Aug. & Nov. at 2:30 p.m.	Jefferson (Mayor mandatory)
Public Library Board	Wilson	2nd Tuesday at 7:00 p.m.	Martinez
Transportation Advisory	Yates	2nd Thursday in March, May, Sept., Nov. at 6:30 p.m.	Yates (tenure as Council Member)
Urban Renewal Authority	Jefferson	2nd Wednesday at 6:30 p.m.	Jefferson
	Yates (alternate)		Yates (alternate) (tenure as Council Member)
Water & Sewer	Penn (mandatory)	2nd Tuesday at 5:00 p.m.	Jefferson (Mayor mandatory)
	Gillit		Gillit (tenure as Council Member)
	Olson		Yates