

RESOLUTION NO. 79-95

AUTHORIZING A LEASE OF THE CITY PROPERTY AT 1222 SOUTH 5TH STREET
TO THE GRAND JUNCTION HOUSING AUTHORITY

WHEREAS, the City of Grand Junction is owner of the real property described as Lot 4 in Block 2 South Fifth Street Subdivision, except the North 5 inches thereof, also known as 1222 South 5th Street in the City of Grand Junction, Colorado, hereinafter referred to as the Property; and

WHEREAS, the Grand Junction Housing Authority desires to lease the Property for the purpose of providing short term transitional housing for disadvantaged families.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with the Grand Junction Housing Authority for the lease of said Property for a term of one year, commencing on September 15, 1995, and expiring on September 14, 1996, subject to each and every term and condition of the attached Lease Agreement.

PASSED and ADOPTED this 6th day of September, 1995.

Attest:

/s/ Ron Maupin
President of the City Council

/s/ Stephanie Nye
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 15th day of September, 1995, between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and the Grand Junction Housing Authority, hereinafter referred to as "the Lessee", whose address for the purpose of this Lease Agreement is 805 Main Street, Grand Junction, Colorado 81501.

RECITALS

A. The City is the owner of the following described real property and improvements situate in the City of Grand Junction, Mesa County, Colorado:

Lot 4 in Block 2 South Fifth Street Subdivision, except the North 5 inches thereof, also known as 1222 South 5th Street in the City of Grand Junction, Colorado, hereinafter referred to as "the Property".

B. The Lessee desires to lease the Property for the purpose of providing short term transitional housing for disadvantaged families.

C. The City has agrees to lease the Property to the Lessee under the terms and conditions of this Lease Agreement.

NOW, THEREFORE, In consideration of the performance of the promises set forth herein, the City does hereby lease to the Lessee the above described Property.

1. The term of this Lease shall be for a period of one (1) year, commencing on September 15, 1995, and expiring on September 14, 1996.

2. Rental for the Property shall be \$250.00 per month; provided, however, that the aforementioned rent is hereby waived and shall be considered as an in-kind contribution by the City as that term is used in accordance with governmental social service and public housing programs.

3. The Lessee agrees to:

(a) Timely pay any and all general property taxes which may be levied against the Property and attributable to the occupancy of the Property by the Lessee during the term of this Lease; and to promptly pay for all utilities charges including, but not limited to, natural gas, electricity, water, sewer and trash removal imposed with respect to the Property.

(b) Maintain and keep the building and all improvements and fixtures in and upon the Property, including, but not limited to, sewer connections, roofing, plumbing, heating and ventilation systems, wiring and glass, in as good repair as exists upon taking of possession by Lessee, all at the Lessee's sole cost and expense, and at the expiration of this Lease, surrender the

Property and improvements thereon to the City in as good a condition as when the Lessee entered the Property, reasonable use and wear excepted.

(c) Keep the Property free from all litter, dirt, debris and obstructions, and to keep all sidewalks free from snow and ice.

(d) Waive and forego any claim, cause of action or demand the Lessee may have against the City, its officers, employees and agents for injury to or destruction of any property of the Lessee that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of the Lessee or any third person.

(e) Use the Property for no purpose prohibited by the applicable laws of the United States, the State of Colorado, the County of Mesa or the City of Grand Junction; to comply with all police, fire and sanitary regulations imposed by any municipal, state or federal authority either now in force or hereinafter enacted, and to use the premises for no improper or questionable purposes whatsoever.

(f) Purchase and maintain in effect suitable comprehensive general liability insurance which will protect the City, its officers, employees and agents from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least Five Hundred Thousand Dollars (\$500,000.00), combined single limit. A certificate of insurance evidencing such coverage must be filed with the Risk Manager of the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

4. (a) The Lessee has inspected the Property and improvements and accepts the Property and improvements in their present condition. The Lessee agrees that the condition of the Property and improvements is sufficient for the purposes of the Lessee. The City makes no warranties nor promises, express or implied, that the improvements nor the Property are sufficient for the purposes of the Lessee.

(b) In the event the premises are damaged due to fire or any other casualty, or if the improvements or fixtures deteriorate to the extent where they are no longer functional for the purposes of the Lessee, the City shall have no obligation to repair the improvements nor to otherwise make the premises usable or occupiable. If the City fails to commence repairs or to otherwise make the premises usable or occupiable within ten (10) days after casualty loss to the premises or notice from Lessee to the City that the premises have deteriorated so as to be no longer functional for Lessee's purposes, or if the City for any reason fails to complete repairs within thirty (30) days after such notice from Lessee to City, the Lessee may terminate this Lease by giving no fewer than ten (10) days prior written notice to the City that this Lease is to be terminated.

5. During the term of this Lease, the Lessee shall have the exclusive right-of-way for ingress

and egress to and from the Property; provided, however, that the City, its officers, employees and agents shall have the right to be on the Property during emergencies and may inspect the Property at any time.

6. If this Lease is terminated by the City, except termination due to expiration of the lease term, the Lessee shall have reasonable access to the Property for a reasonable time, not to exceed thirty (30) days, to remove the Lessee's personal property. If the Lessee fails to remove the Lessee's personal property within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense and risk of which shall be borne solely by the Lessee.

7. Upon termination of this Lease, whether as above provided or whether terminated any other way, the Lessee agrees to peaceably surrender and deliver up the premises together with all keys thereunto to the City immediately upon termination. In such event, the City may immediately retake possession.

8. If the Lessee is in default in the performance of any term or condition of this Lease Agreement or should the Lessee, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage to the Property or the demised premises in any substantial manner, the City may, at its sole option, terminate this Lease upon giving thirty (30) days written notice. If the Lessee fails within any such 30 day period to remedy each and every default specified in the City's notice, this Lease shall automatically terminate. All notices sent pursuant to this Lease Agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon the receiving party as of the date of mailing indicated on the postal receipt. All notices to the Lessee shall be sent to 805 Main Street, Grand Junction, Colorado 81501. All notices to the City shall be sent to: Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

9. The Lessee shall not sublet, assign or transfer any of the Lessee's interests in this Lease, or enter into any contract or agreement affecting the Lessee's interest in this Lease, without obtaining the prior written approval of the City and the formal consent of the Grand Junction City Council, which consent will not be unreasonably withheld.

10. It is expressly agreed that this Lease is one of lease and not of partnership and the City shall not be or become responsible for any debts contracted by the Lessee. The Lessee shall keep the Property and demised premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee.

11. The Lessee shall pay and indemnify the City, its officers, employees and agents against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required by its activities, including worker's compensation, unemployment insurance, social security and income tax laws, with respect to employees engaged in performance of this Lease.

12. This Lease shall be governed by, construed, and enforced in accordance with the laws of

the State of Colorado. Venue shall be in Mesa County, Colorado.

13. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. No alterations, amendments, changes or modifications to this Lease Agreement shall be valid unless they are contained in an instrument which is executed by all parties with the same formality as this Lease Agreement.

14. The provisions of this Lease Agreement shall not inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each party to the Lease Agreement has caused it to be executed as of the day and year first above written.

Attest:

For the City of Grand Junction, Colorado

City Clerk

City Manager

Lessee:

Attest:

For the Board of Directors of the Grand
Junction Housing Authority

Secretary

Chairman