

RESOLUTION NO. 72-00

**AUTHORIZING THE LEASE BY THE CITY OF OFFICE SPACE
LOCATED AT 131 NORTH 6TH STREET**

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

That the City Manager is hereby authorized and directed, as the act of the City and on behalf of the City, to execute the attached Lease Agreement with Mesa National Bank for a one year lease of approximately 116 square feet of office space located at 131 North 6th Street in the City of Grand Junction.

PASSED and ADOPTED this 19th day of July, 2000

/s/ Gene Kinsey
President of the Council

Attest:

/s/ Stephanie Nye
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on the 19th day of July, 2000, nunc pro tunc May 15, 2000, by and between Mesa National Bank, hereinafter referred to as “Lessor”, and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as “the City”.

Recitals.

A. Lessor is the owner of that certain real property and office building situate at 131 North 6th Street in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter referred to as “the Property”.

B. The City has leased and is desirous of continuing to lease approximately 116 square feet of office space situate on the third floor of the office building, as identified on **Exhibit “A”** attached hereto and incorporated herein by reference (hereinafter referred to as “the Premises”), in accordance with the terms and conditions of this Lease Agreement.

NOW, THEREFORE, in consideration of the performance of the covenants and agreements by both parties as hereinafter set forth, the parties hereto agree as follows:

1. Grant of Lease. Lessor hereby leases the Premises to the City, and the City hereby leases the Premises from Lessor, subject to the terms, covenants, conditions, restrictions, duties and obligations as hereinafter set forth.
2. Term. The term of this Lease shall be for a period of one (1) year, commencing on May 15, 2000, and continuing through May 15, 2001, at which time this Lease shall expire.
3. Rent. Contemporaneous with the execution of this Agreement by both parties, the sum of \$1,320.00 shall be paid by the City to Lessor as full and complete payment for rents due and payable for the term of this Lease.
4. Duties and Representations of the City.
 - 4.1 The City will not assign, sublease or otherwise transfer or permit a transfer of the City’s rights or obligations under any provision of this Lease without the prior written approval of Lessor, which approval will not be unreasonably withheld.
 - 4.2 The City will comply with all applicable laws relative to the City’s use of, activities upon and occupancy of the Premises.
 - 4.3 The City will peaceably surrender possession of the Premises immediately upon the expiration of this Lease in as good or better condition as existed when the City entered the Premises, ordinary wear and use excepted.

4.4 The City shall not commit nor permit waste, damage or injury to the Premises.

4.5 The City shall not make any structural alterations to the Premises or any part thereof without the prior written consent of Lessor, which approval shall not be unreasonably withheld.

4.6 Any approved alterations to the Premises, except moveable furniture, moveable trade fixtures and communications equipment brought onto the Premises by the City, shall become part of the Property and shall become and remain the property of Lessor.

5. Duties and Representations of Lessor.

5.1 Lessor warrants that Lessor has full and complete authority to enter into this Lease Agreement.

5.2 Upon the City paying the required rentals and performing all of the other duties as required under this Agreement to be performed by the City, the City may quietly and peacefully occupy, utilize and enjoy the Premises during the term of this Lease.

5.3 Lessor, at no cost to the City, shall maintain in good condition and repair all structural parts of the Property and all electrical connections, natural gas connections, telephone connections, sewer connections, fire sprinkler systems, domestic water connections, roofing, plumbing, heating systems, ventilation systems, air-conditioning systems, wiring and glass; and all entrances, hallways and common areas, such as elevators, stairs and restrooms.

5.4 Lessor shall allow the City, at no cost to Lessor, to operate and maintain communications facilities for the benefit of the Premises, including, but not limited to, cables, lines, conduit, hardware, equipment and antennae in, on, under and through the Property for the purpose of connecting telephone and computer apparatus to other facilities owned and/or occupied by the City.

5.5 Lessor agrees to arrange and pay for janitorial services to all common areas and for all services and utilities which are attributable to the City's lease and occupancy of the Premises, including, but not limited to, domestic water, sanitary sewer, trash service, electricity and natural gas, excepting therefrom costs for telephone and other communications facilities used by the City, the costs for which shall be paid by the City.

6. Default, Remedies, Security Interest.

6.1 Lessor, at Lessor's option, shall have the right to terminate this Lease upon the occurrence of any of the following:

(a) failure by the City to pay any of the rentals required by the provisions of this Lease within fifteen (15) days after notice that such payments are delinquent; or

(b) failure by the City to perform any of the other terms, covenants or conditions of this Lease to be performed by the City if such failure shall not be remedied within thirty (30) days after written notice to the City of such condition; provided, however, that if such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such thirty (30) day period, the City shall have such longer period as shall be necessary to cure the same if the City commences such cure within the thirty (30) day period, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessors' request, of the actions which the City is taking and the progress being made.

6.2 At any time while any default by the City exists, and after proper notice has been served to the City by Lessor, Lessor may terminate this Lease by giving written notice of termination to the City. If the City shall fail to correct such default before notice of termination is received, this Lease shall be fully and finally terminated without further action by or notice to either party.

6.3 If Lessor in any respect fails to perform any covenant required to be performed by Lessor under the terms of this Lease for more than thirty (30) days after notice is given by the City to Lessor, the City may cure such default or terminate this Lease. In the event the City cures any such default, Lessor agrees to reimburse the City for actual costs paid by the City required cure such default. In the event the City terminates this Lease, Lessor shall reimburse the City in a sum equal to the amount of rent(s) attributed to the remaining term of the Lease based on an amount of \$100.00 per month.

7. Destruction of the Premises. In the event the Premises or any portion of the Property necessary to the full use and quiet enjoyment of the Premises shall become destroyed or substantially injured by any means, Lessor shall either promptly rebuild and restore the improvements or such portion as may have been injured or destroyed, or clear the damaged or destroyed improvements from the Premises. Rent at the basis of \$100.00 per month shall be refunded to the City during the period that the damaged or destroyed improvements affect the City's full use and quiet enjoyment of the Premises. If the Premises become damaged or destroyed to the extent where they are no longer functional for the purposes of the City, and Lessor determines to not repair the improvements or otherwise make the Premises usable or occupiable, the City may terminate this Lease by giving notice to Lessor that this Lease is terminated.

8. Waivers. The failure of either party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies either party may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any other term and condition.

9. Notice. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by United States Certified Mail, return receipt requested, and shall be deemed served upon the receiving party as of the date of mailing indicated on the postal receipt, as follows:

To Lessor: Mesa National Bank
Attn: Mr. W.T. Sisson, President

131 North 6th Street
Grand Junction, CO 81501

To the City: City of Grand Junction
Attn: Mr. Tim Woodmansee, Real Estate Manager
250 North 5th Street
Grand Junction, CO 81501

The parties may, by notice as provided above, designate a different address to which notice shall be given.

10. Total Agreement; Applicable to Successors. This Agreement contains the entire agreement between the parties and cannot be changed, modified or terminated except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action shall be considered appropriate in Mesa County, Colorado.

Dated the day and year first above written and effective, nunc pro tunc, May 15, 2000.

Attest:

Mesa National Bank, Lessor

Senior Vice President/Cashier

W.T. Sisson, President

Attest:

The City of Grand Junction, Lessee

City Clerk

Interim City Manager