

BUSINESS LEASE

This lease, dated December 1, 2021 is between Dennis L. Bloemker and Carolyn A. Bloemker, as Owner, and City of Longmont, Colorado, 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 Owner does hereby lease to the Tenant the following described premises situate in Boulder County, in the State of Colorado; the address of which is 500 Kimbark Street, Suite 101 Longmont, Colorado 80501.

Said premises, with all the appurtenances, are leased to the Tenant from the date of December 1, 2021, until the date of November 30, 2022, at and for a rental payable in monthly installments of One Thousand, Eight Hundred Dollars (\$1,800.00) per month for 12 months in advance on the 1st day of each calendar month during the term of this lease, payable to Dennis L. Bloemker; 5769 Niwot Road, Suite 102, Longmont, CO 80503 without notice.

The lease shall automatically renew, under the same terms except for a 5% increase in rent, for a one year period, up to four times, unless either party gives thirty days written notice, prior to the expiration of the term, of its intent not to renew.

All financial obligations of the Tenant under this Lease are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Lease shall be deemed a pledge of the Tenant's credit or a payment guarantee by the Tenant to the Owner. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

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

1. To pay the rent for the premises above-described.
2. To keep the improvements upon the premises, including sewer connections, plumbing, wiring and glass in good repair, all at Tenant's expense and at the expiration of this lease to surrender the premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident and ordinary wear excepted. To keep all sidewalks on and around the premises free and clear of ice and snow, and to keep the entire exterior 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 situate.
3. To sublet no part of the premises and not to assign the lease or any interest therein without the written consent of the Owner, which consent shall not be unreasonably withheld.
4. To use the premises only as General Office Use 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.

5. To neither hold nor attempt to hold the Owner liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alternations, injury or accident on or 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 Owner liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon floor thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alternations in or changes in, upon, or about premises without first obtaining the written consent of the Owner therefor, but to permit the Owner to place a "For Rent" sign upon the leased premises at any time after sixty (60) days before the end of this lease.
6. To allow the Owner to enter upon the premises with 24 hour notice except in case of emergency.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN OWNER AND TENANT AS FOLLOWS;

7. 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.
8. 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.
9. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Owner may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Owner may think best, 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.
10. The Owner acknowledges receipt of a deposit in the amount of Two Thousand Dollars (\$2,000.00) previously paid to be held by the Owner for the faithful performance of all of the terms, conditions and covenants of this lease. The Owner may apply the deposit to cure any default under the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.
11. At the Owner'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 Owner 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 Owner elects to declare a breach of this lease, the Owner 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 Owner, at Owner'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 Owner may be entitled. If at any time this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Owner 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 Owner 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 re-letting, necessary renovation and alteration expenses, commissions and the rent for the balance of the term of this lease if the Owner is unable to lease the premises.

12. In the event the premises shall become untenable on account of damage by fire, flood or act of God, this lease may be thereupon terminated and the rent apportioned to the date of the occurrence of such damage.
13. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of Ten Dollars (\$10.00) per day 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 Owner 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 Owner may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.
16. The Owner and Tenant further agree
 - a. To abide by the terms and conditions signed by Owner and Tenant and attached herein.
 - b. Tenant agrees to pay for the following percent of utility costs:
 - i. Xcel Energy Gas: 37 percent of 60 percent of bill = 22.2 percent of bill
 - ii. City Water and Sewer: 37 percent of 48 percent of bill = 17.7 percent of bill
 - iii. City Electricity and Storm: 37 percent of bill = 37 percent of bill
 - iv. Snow Removal: 37 percent of bill = 37 percent of bill
17. The Owner and Tenant further agree that all prior leases entered into for this space are void and this lease will control from December 1, 2021.

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.

This lease shall be binding on the parties, their personal representatives, successors and assigns.

When used herein, the singular shall include the plural, and the use of any gender shall apply to both genders.

**SPECIAL LEASE TERMS AND CONDITIONS FOR
500 KIMBARK STREET, SUITE 101, LONGMONT, COLORADO**

OWNERS: Dennis L. and Carolyn A. Bloemker

TENANT: City of Longmont, Colorado

TERM OF LEASE: December 1, 2021 through November 30, 2022

CONDITIONS:

1. The Owners shall provide the Tenant with the space as defined in the attached drawing in the finished conditions as exists on November 30, 2021, which includes walls, finished ceilings, electrical and lighting systems, HVAC systems. The Tenant also has use of all public hallways, stairs, restrooms and handicap lift.
2. The Tenant will pay monthly rent as outlined in the Lease. Rent is due on the 1st of each month and is considered late after the 5th after which a \$10.00 per day late charge may be accessed.
3. Utilities will be paid to the utility companies by the Owners, billed to the Tenant by the Owners at the percentages outlined in Item 17 of the Lease, and reimbursed to the Owners within fifteen (15) days of the Tenant receiving the statement.
4. The Tenant will be responsible for cleaning the areas within their leased area as defined on the attached building plan
5. Tenant will be responsible for paying the pro-rated sum of \$45.00 a month for cleaning the common areas once a week, including supplies, plus \$75.00 for cleaning the lower level restroom a second time each week. These charges will be billed monthly with the utilities and are subject to changed based on the cost of the supplies and the cleaning charges.
6. The Tenant will be responsible for the security and care of their equipment and materials. Tenant will hold harmless the Owners for the loss or damage of any of

the Tenant's materials and/or equipment that is lost, stolen, or damage; unless it results from direct negligence of the Owners.

7. Owners retain the right to work on other portions of the building not being directly leased by the Tenant as long as the work or construction does not severely hamper the required functions of the Tenant. In any case, the Owners must inform the Tenant of such activity and take reasonable steps to minimize disruption to the tenant.
8. Tenant shall not sublease any or all of their space without written consent from the owner.
9. Tenant shall not alter any or all of their space without written consent from the Owners.

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TERM OF LEASE: December 1, 2021 through November 30, 2022

Tenant agrees to reimburse Owners for certain renovations made to Suite 101 that are necessary for Tenant's business. The parties agree that the amount reimbursed will not exceed \$31,175.00. Owners agrees to complete all work in the scope of work below, even if actual costs exceed \$31,175.00.

Tenant will reimburse Owners upon the completion of work. Receipts must be provided prior to reimbursement.

All work must be completed by March 14, 2022. Any failure to substantially complete the work by that date voids the portion of the Lease specific to Suite 101 and the Special Lease Terms and Conditions for 500 Kimbark Street, Suite 101. However, the parties may mutually agree to continue with the Lease for Suite 101 if they can agree to mutually acceptable terms.

Once work begins, Owners agree to continue the work until completion to minimize disruption to the Tenant.

Scope of Work:

The general scope of the office renovation project includes:

- Demo, (exist. walls, doors, and block wall) and trash removal (\$3,200)
- Framing new walls and openings (\$1,115)
- Electrical and Plumbing Rough and Finish (\$7,855)
- New Doors, Timely Frame, Hardware and Installation (\$3,525)
- Drywall (tape, texture, finish) (\$1,600)
- Painting and Finishing (\$3,500)
- Floor Coverings (based on 731 sq.ft.) (\$5,225)
- Cabinets and Shelving (to be paid for by Dennis Bloemker)
- General Contractor's fee to include Project Oversight, Misc. Labor, Final Clean (\$5,155)

The project will be completed based on the detailed specs outlined in the architectural keynotes. Total costs of completed renovation reimbursement not to exceed \$31,175.00.

KEYNOTES

GENERAL REQUIREMENTS

1. Work will not be conducted by any party presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency.
2. The General Contractor and all subcontractors shall be responsible at all times during the constructions phase of this project to build in accordance with all applicable building codes and regulations.
3. The GC shall visit the job site and shall verify all dimensions and existing conditions before construction begins. Any discrepancies between the site conditions and the drawings or errors or omissions discovered in the contract documents by the GC shall be brought to the attention of the architect for correction before proceeding with related work. Otherwise, the GC shall accept the responsibility for any decisions made.
4. The specified items described in drawings, details and schedules shall be supplied and installed as described with alternate equals subject to the approval of the architect prior to bidding.
5. All products shall be installed or placed as per MFG's instructions or recommendations and of the quality accepted by the industry. The architect reserves the right to reject any work not meeting these standards.
6. All building and other permits shall be applied for by the GC. The GC and his subcontractors shall be licensed as required by the county and the state. The tenant shall pay for these permits, the costs of which are separate from those estimated in this scope of work.
7. Samples of all finish material must be submitted to the architect for approval prior to the use of that material in construction.

8. The American Institute of Architects document A201 'General Conditions of the Contract for Construction' shall be considered part of these contract documents.
9. The GC shall be responsible for removing construction debris and trash from the construction site. All surfaces shall be left clean and free of dust, grease, fingerprints, trash, etc. at the time of GC's completion of work.
10. Coordinate construction with tenant to minimize disruption and noise.

DEMO

- D1. Remove existing walls, frames, doors, electrical, etc. as required to accommodate new layout and construction
- D2. Remove existing studs and drywall at existing structural clay tile opening up to 6'-10' A.F.F. drywall opening using radius corners.
- D3. Remove existing carpet and level subfloor to receive new carpet.

FLOORS

- F1. Existing glue-down carpet – No Change
- F2. Existing carpet tiles over concrete floor – Patch as Required
- F3. New carpet tiles over concrete floor – Match Existing

WALLS

- W1. New 3-5/8" steel stud wall with 5/8" gyp board on both sides. Tape texture and paint to match existing.
- W2. Patch and paint existing wall as required where walls and electrical items are removed or added.
- W3. 1-1/2" furring strips and 5/8" drywall over existing concrete or clay tile walls. Finish and paint to match north wall.

CEILINGS

- C1. Existing ceiling requiring minor repairs where walls are modified – Patch and Paint
- C2. Existing 2'X2' suspended tile system. Repair damaged tiles, otherwise no change.

DOORS, FRAMES, AND GLAZING

- G1. New 'timely' knock down metal window and door system to match conference room. Door is 3'X6' -8", and hardware shall match building system. Frame down steel stud header with 5/8" gyp bd both sides. Tape and texture to match existing. Glazing shall be 1/4" clear tempered.

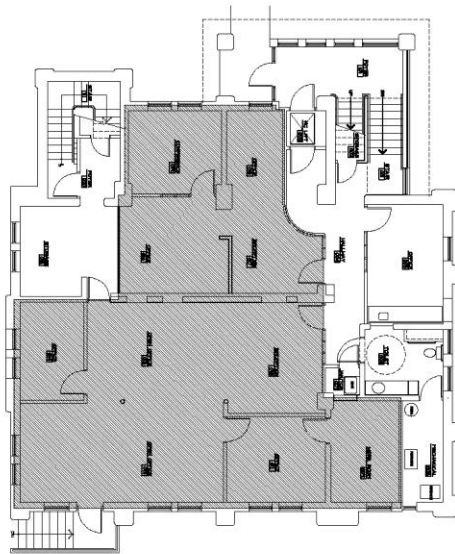
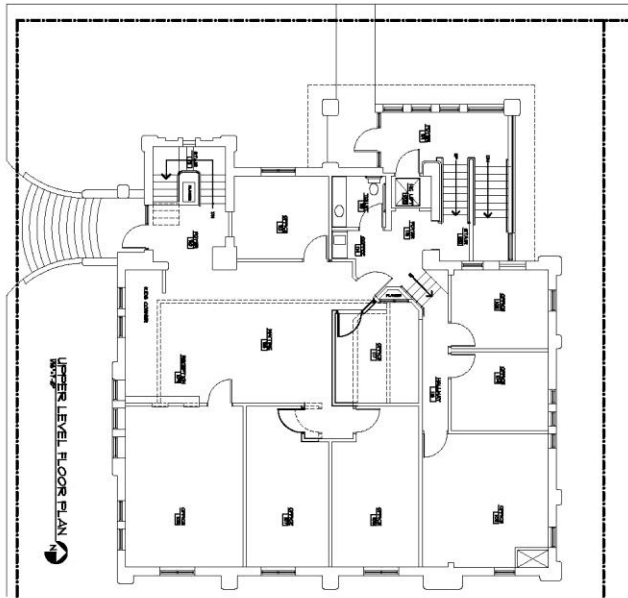
ELECTRICAL

- E1. Existing wire mold and outlets to remain.
- E2. Existing switch to serve only one existing fixture.
- E3. Relocate existing switch from demoed wall to serve both fixtures in file room.

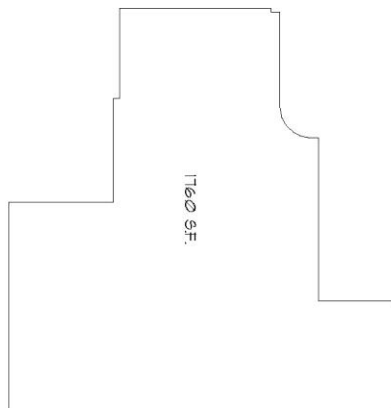
- E4. Remove existing fluorescent fixture and replace with LEAD fixture to match other fixture in file room. Switch together.
- E5. Move existing fluorescent fixture 24" to the west.
- E6. Remove existing wire mold on ceiling and walls.
- E7. Extended wire mold to serve new wall outlet.
- E8. Re-rout existing electrical wiring over new opening.
- E9. New hardwire locations are required to support power and communications for new workstations at these designated locations. Contractor to consult tenant for exact requirements. (Added note: any needs for the hardwiring of existing workstations to be relocated will be addressed.)

PLUMBING

- P1. Connect new hot and cold water and drain to pipes in janitor closet.



SUITE 101
TOTAL - 1760 SF.
(37% OF LEASABLE SPACE)



ATTEST:

Dennis L. Bloemker
(Owner)

Date

ATTEST:

Carolyn L. Bloemker
(Owner)

Date

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

CA File: 21-001486