

BOULDER PUBLIC LIBRARY DISTRICT

-REGULAR MEETING-

Tuesday, May 14, 2024

Boulder Public Library, Canyon Meeting Room

1001 Arapahoe Ave, Boulder CO

and

Via Zoom

6:00 p.m.

Join Zoom Meeting

<https://tinyurl.com/yckjjw7v>

<u>Board of Trustees</u>	<u>Term Expiration</u>
Andy Saylor	2029
Benita Duran	2028
Tom Cosgrove	2028
Sylvia Wirba	2027
Doug Hamilton	2027
Cara O'Brien	2026
Sam Fuqua	2025

Follow [link](#) to review long range agenda planning document.

AGENDA

1. Call to Order and Declaration of Quorum
2. Public Comment
3. Swear in new Trustees Tom Cosgrove and Andy Saylor
4. Consider approval of minutes of April 16, 2024
5. Technology Intro and Volunteer Services Portal for New Trustees: Aimee Schumm, Director of IT; and Sophia Surage, Volunteer Services Manager
6. Designate Boulder Library Foundation representatives
7. Gunbarrel Lease
8. Director Contract
9. Communications and Marketing Plan (Communications Manager Maria Tormos)
10. Draft Annual Report Presentation (David Farnan)
11. Library Policies Review
 - a. Meeting Room and Study Room Policy
 - b. Programs and Events Sponsorship Policy
12. Trustee group photo
13. Director Updates (oral)
14. Boulder Library Foundation Update

15. Trustee Matters

16. Legal Counsel Updates

17. Executive Session: Gunbarrel Lease and LD contract pursuant to Sections 24-6-402(4) (a) and (3)(1) of the Colorado Revised Statutes.

18. Adjournment

NEXT SPECIAL MEETING: Tuesday, May 28, 2024

**RECORD OF PROCEEDINGS
MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE
BOULDER PUBLIC LIBRARY DISTRICT**

<p>Held: Tuesday, April 16, 2024, at 6:00 p.m. at the Boulder Public Library, 1001 Arapahoe Avenue, Boulder, Colorado</p>
<p>Person preparing summary: Celia Seaton</p>
<p>The meeting of the Board of Trustees of the Boulder Public Library District was called and held as shown above in accordance with the statutes of the State of Colorado. The following Trustees, having confirmed their qualifications to serve on the Board, were in attendance:</p> <p style="padding-left: 40px;">Katharine (Joni) Teter Sylvia Wirba Benita Duran Doug Hamilton Cara O’Brien Sam Fuqua Jennifer Yee</p> <p>Also present were David Farnan, Director of the Boulder Public Library; Jennifer Phares, Deputy Director of the Boulder Public Library; Celia Seaton, Executive Assistant of the Boulder Public Library; Maria Tormos, Communications Manager of the Boulder Public Library; Chris Barge, Executive Director of the Boulder Public Library Foundation; and Andy Saylor, Trustee-elect of the Boulder Public Library.</p> <p>Members of the public present: None.</p>
<p>Type of Meeting: Regular</p>
<p>Agenda Item 1: Call to order Trustee Teter called the meeting to order at 6:07 p.m. noting that a sufficient number of appointed trustees were present to create a quorum authorized to act on behalf of the District.</p>
<p>Agenda Item 2: Public comment None.</p>
<p>Agenda Item 3: Consider Approval of Minutes of March 19, 2024</p> <p style="padding-left: 20px;">a. Following motion from Trustee Wirba and second from Trustee Teter, the March 19, 2024 minutes were approved unanimously.</p>
<p>Agenda Item 4: Treasurer’s Report Wirba referenced the most recent numbers as generated on a report done the same day - see handouts for related documents.</p> <p>The group discussed the line enumerating attorney fees. Farnan agreed that as the district builds and many elements transition to “in house” function, the Trustees will see a reduction in the cost of routine legal services., though the Trustees will still retain Seter & Vander Wall as legal consultant. He reported the termination of the contracts for the project management and finance consultants, which will result in minimizing the associated budget lines.</p>

Agenda Item 5: Elect officers and designate BLF representatives

Teter presented the slate of nominations to the Board as follows:

- President Hamilton
- Vice President Duran
- Treasurer O'Brien
- Budget/Finance Committee: O'Brien and Fuqua
- Governance Committee: Wirba and Duran

For representation on the board of the Boulder Library Foundation, Wirba agreed to continue in her role. Hamilton will serve this final month with the intention of Trustee-elect Andy Saylor stepping into the role if approved by the Board at his premier meeting on May 14.

Hamilton made a motion to approve the above slate of officers and committee members. O'Brien seconded, and the motion passed unanimously.

Agenda Item 6: Policies Review

- a. Financial Policy Packet Part II – Phares asked the Board for feedback on this second set of financial documents [as presented in the packet](#). She noted the inclusion of a revised draft purchasing policy first presented at the April 2 meeting, which contains additional clarification for Trustee review. In addition, this packet includes documents pertaining to gift cards, grants, travel and business meals, and vendor management.

Discussing section 2a of the gift card procedure, Wirba suggested language clarifying that the gift cards may be for community members or employees.

Wirba wondered about the timeframe for undistributed gift cards; Phares explained that the guidelines were adapted from those of Garfield County, who did not specify a timeframe. The group agreed that undistributed gift cards may be held by the Finance Manager and transferred to another program or use after a 6-month span.

Hamilton suggested providing vouchers for the library café to staff; Farnan clarified that new employees are provided with coupons for free coffee. In this vein, Duran favored restricting gift cards to those of local businesses. [Downtown Boulder has such a program](#); Farnan will inquire as to its current terms.

Referencing the section Funding Analysis and Cost Sharing Commitments on page 11 of the packet, Yee considered the required “multi-year cost/benefit analysis” an “intense” degree of obligation for some situations, such as a one-year grant. She recommended more general reporting parameters such as “applicant must provide an analysis of the cost/benefits to the Library for the term of the grant.”

Staff agreed with Wirba’s suggestion to clearly define the referenced “leadership team.”

With Teter’s recommendation, the group agreed that the staff-related Travel and Business Meal Policy and Procedure apply to the Trustees as well.

Considering the Vendor Management Procedure, Hamilton highlighted the verification protocol and encouraged its application with any change to the vendor’s payment information. Such authentication would help safeguard against scam activity which has recently targeted local institutions and governments.

The group next reviewed the revised draft of the Purchasing Policy. Joni recommended replacing the language on page 20 of the packet, which notes that the contract is awarded “to the lowest responsible

bidder based on competitive bidding procedures,” with the following: “in accordance with the competitive bidding procedures in Articles 4 and 5.”

Pointing to IB on page 19 of the packet, Fuqua asked for further clarification on the specific process that the Library follows with the statement “Preference will be given to Minority, Woman-Owned, and Disadvantaged Business Enterprises when possible.” Farnan noted that scoring metrics provide a 5% advantage to those that disclose this sort of business. In response to Hamilton’s suggestion to remove “when possible,” Teter emphasized that it is advantageous to retain flexibility while still making effort to align with the stated value. Hamilton agreed, as long as deciding metrics are being documented. Wirba suggested that the term “disadvantaged” be replaced by “small.”

Wirba suggests consulting the legal team before finalizing the language; Phares will reach out to Kim Seter for input.

Phares thanked the group for the feedback. The finance policy documents discussed tonight will return to the Trustees on April 30 for a formal vote of approval, along with those reviewed on April 2.

Agenda Item 7: Governance

- a. Finalize BPLD Trustee Handbook – Teter presented this updated version to the Board, including the changes as discussed at the previous meeting; see [draft in packet](#). She noted a final adjustment as tracked on page 27. The group approved this language and provided no further edits. Staff will update the section outlining the organization of library operations for approval at a later date.

Yee made a motion to approve the BPLD Trustee Handbook with the discussed changes. O’Brien seconded and the motion passed unanimously.

Agenda Item 8: Director’s Report

Farnan relayed that hiring is well underway and on pace. HR director referred to it as a “machine,” in operation.

The past two weeks has seen busy reconfiguration of the staff office spaces at Main – though “hectic,” the process is “coming together.”

The first two new hires for the new North Boulder Library will begin their training at the Main Branch. The North Boulder Library is set for the opening day celebration on June 29. The mayor has already committed to speak; staff expect this to be a well-attended event.

Farnan announced 80 days until the Canyon Theater opens again to the public for reservation and events.

New devices are being installed in a public bathroom at the Main to monitor behavior that violates Library policy. The [HALO Smart Sensor system](#) bills itself as the multifunctional health, safety, and vape detector device that allows users to capture comprehensive health & safety awareness for their buildings – the City of Boulder and many schools in the area have implemented this tool in their spaces and recommend its use. The system can detect any kind of CO2 displacement, movement (excessive as well as scarce), and tampering. After a pilot at Main and the new North Boulder Library, the plan is to roll the same system out at the branches. Farnan hopes that the physical presence of the security team will eventually no longer be needed in the bathroom space.

With a new web accessibility law in effect July 1, the Trustees can expect to see an associated policy in an upcoming packet.

The trustees expressed interest in being included in the announcement emails for new staff. Farnan will ask Human Resource Manager Libby Turner to include the Board in these emails. He encouraged the Trustees to introduce themselves to staff that they do not already know. The group discussed other opportunities for the Board to mingle with staff (e.g., during Staff Day, when an ice cream truck is often rented). Duran suggested something sooner, perhaps donuts brought to the morning staff huddle. Teter reminded the group that if there are more than two Trustees present, it would be considered a public meeting which would require notice. Farnan invited a rotation of Trustees visiting at the monthly Staff Chat.

In response to Duran's urge to physically post policy, meeting notices, and other Trustee documents in a public space, Farnan noted that digital signage seemed like the most viable solution to him as opposed to a dedicated bulletin board. He will consult with Facilities and Public Services staff to look into the possibility.

Agenda Item 9: Trustee Matters

- a. Set special meeting 5/28 – the Board agreed to hold this upcoming special meeting with a motion from Hamilton and a second from Teter. If unnecessary, it can be cancelled as the Board dictates.
- b. Appreciations to departing Trustee Joni Teter – the group expressed gratitude and best of luck to Trustee Teter.

Agenda Item 10: Legal Counsel Updates

[See handouts for the Legal Report.](#)

Agenda Item 11: Executive Session: Personnel and Real Estate Matters

The board may enter executive session upon approval of 2/3 of the Trustees present.

Hamilton made a motion that the Board move into executive session to discuss personnel matters as allowed by Section 24-6-402 (4) (f) and contract negotiations as allowed by Section 24-6-402 (4) (e); and negotiations concerning real estate matters as allowed by Section 24-6-402 (4) (a) with regard to the Gunbarrel branch library. Duran seconded and the motion passed unanimously.

Agenda Item 12: Adjournment

There being no further business to come before the Board, the meeting was adjourned and went into executive session at approximately 8:10 p.m.

Attestation

Excerpt from BPLD Trustee Bylaws, p 10:

Section 9: Boulder Library Foundation. Two Trustees are appointed annually to serve as Board of Trustee representatives on the Board of Directors of the Boulder Public Library Foundation. The Boulder Public Library Foundation is a Type III, functionally integrated, supporting organization to the Boulder Public Library District. This is an IRS legal designation authorizing the Foundation to operate as a 501(c)(3) charitable organization on behalf of the Boulder Public Library. Functional integration requires that Boulder Public Library District Trustees serve as voting representatives on the Foundation board, and that the library director serves as a non-voting member of the Foundation board.

<https://boulderlibrary.org/wp-content/uploads/2024/03/BPLD-Adopted-Bylaws-February-13-2024-signed-00717815xC440A.pdf>

May 7, 2024

To: Boulder Public Library District Board of Trustees
From: David Farnan, Executive Director
Jennifer Phares, Director of Business and Administration

Subject: Board Review and Approval lease for Gunbarrel Library at 6500 Lookout Road

Overview:

- The Gunbarrel library is a goal of the 2018-2028 Library Plan. A Gunbarrel Library was also a “ballot promise” of the 2022 campaign to form and fund a district library.
- The 2024 BPLD Capital Reserve Budget included \$2.4M in anticipation of potentially purchasing a building to convert into a library in Gunbarrel.
- After some preliminary search with a realtor for a suitable building to purchase for a Gunbarrel library did not show much promise, the Library Director began looking at lease options. The Library Board reviewed several properties available for lease in Gunbarrel “town center area” on January 30, 2024. A preferred property was selected by the Board, based on library needs, location, rental cost, and projected finish costs, and the library submitted a letter of intent with the property at 6500 Lookout Road. A draft lease was drawn up by Seter & Vanderwall in April and submitted to the owner. The Board reviewed the draft lease on April 16, and April 30, 2024. **(Attachment A.)**
- January 30, 2024 memo to the board regarding review of various spaces for lease, please see **Attachment B.**

Goals and Timing:

The library will begin work to convert the empty building into a library immediately upon lease approval and occupancy. We anticipate that this project will take 10-12 months to complete. [April to June 2025]

Costs:

1. Building Annual:	
Rent	\$150,000
Maintenance & Insurance	<u>\$ 41,000</u>
	\$191,000

2. One-time Capital Costs

Anticipated capital costs; Books, furniture, computing, automated sorter machine [AMH], shelving, some minor modifications to building to accommodate AMH and staff workspace = \$1-1.5M. These funds were approved in 2024 budget. We will Board action to move money within the current allocated budget or approve expenditures from Capital Fund once we have possession of the property and have identified needed changes.

3. Ongoing operating expenses

We will prepare a budget request for the 2025 budget to cover staffing, security, some technology and software, etc. We anticipate that these costs will be approximately \$475-550K annually.

4. Total anticipated annual cost of Gunbarrel operation in 2025 = \$650-725K annually. These funds were planned and factored into our long-term calculations beginning in 2025.

Question for the Board:

1. Does the Board of Trustees have further questions or input regarding the Gunbarrel Lease? (**Attachment A**)?
2. Will the Board of Trustees consider the staff recommendation for a motion to approve authorizing the Director to enter a lease for the property at 6500 Gunbarrel Road?



[Virtual Tour of Building](#)

6500 Lookout Road

.99 acre Lot

9785 Square Feet

Built in 1975, Completely Remodeled in 2015.

BOULDER LIBRARY
BUILDING LEASE BY AND
BETWEEN

BNR Farms LLC,
by Midwest Trust Company, as
Manager ("Landlord")

AND

BOULDER PUBLIC LIBRARY
DISTRICT
("Tenant")

BASIC LEASE PROVISIONS

THIS SUMMARY OF BASIC LEASE PROVISIONS (the "Basic Lease Provisions") is set forth for the convenience of the Parties. In the event of any conflict, inconsistency or ambiguity between the Basic Lease Provisions and the attached Office Building Lease ("Lease"), the attached Lease shall govern.

A. Landlord: "Landlord" means BNR Farms, LLC by Midwest Trust Company as Manager which will hereinafter be referred to as BNR Farms.

Landlord's Address for Notice:

BNR Farms, LLC
c/o Midwest Trust Company
507 Canyon Blvd., Suite 100
Boulder, Colorado 80302

Copy to:

Russell Bean
Russell K Bean PC, LLC
16890 E. Alameda Pkwy, #471985
Aurora, CO 80047

B. Tenant: "Tenant" means Boulder Public Library District

Tenant's Address for Notice:

Boulder Public Library District
1001 Arapahoe Avenue
Boulder, CO 80302
Attn: David Farnan, Director

Copy to:

Seter, Vander Wall & Mielke, PC
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 8011
Attn: Kim J. Seter, Esq.

C, _____ Premises: The Premises are described in Article I, Section A of the Lease. It includes the two lots, a vacant former bank building and the right to use access ways for ingress and egress.

D. Lease Term: The "Lease Term" is sixty (60) full calendar months, with one (1) option to renew for five (5) years, as more particularly described in Article II Term.

E. Rent: "Base Rent" is \$150,000.00 annually, due in monthly installments of \$12,500.00 on the first day of each month and is exclusive of additional rent and other sums and charges to be paid by Tenant under this Lease.

F. Security Deposit: The Security Deposit is \$25,000.00 and is equal to two month's Base Rent.

G. Personal Property: Furniture and other personal property listed in the attached Personal Property attachment shall remain for the use of Tenant during the Lease Term.

H. Rent Commencement Date is the earlier of (i) one business week from the day Tenant is issued a Certificate of Occupancy from the City of Boulder, or (ii) 30 days from the Possession Date.

LIBRARY LEASE
(Triple Net)

THIS LEASE (the "Lease"), is dated _____, 2024 by and between BNR Farms, LLC by Midwest Trust Company as Manager ("**Landlord**") and Boulder Public Library District, a quasi-municipal corporation and political subdivision of the state of Colorado ("**Tenant**").

In consideration of the premises, the mutual covenants hereinafter contained, and every act to be performed hereunder by them, Landlord and Tenant enter this Lease.

ARTICLE I
DESCRIPTION OF PREMISES AND USE

A. Property, Building and Premises. Landlord hereby lets and demises to Tenant, and Tenant hereby leases from Landlord, for the Lease Term described in Article II, the Premises located in the Boulder County, Colorado, more fully described as:

6500 Lookout Road (Assessor Parcel 146311203006); and

0 Lookout Road (Assessor Parcel 146311203008)

Boulder, Colorado 80301 (the "**Real Property**"),

including the former bank building (the "**Building**"), and all parking, paved, and landscaped grounds on the Property; and, the right to use and allow its licensees and invitees to use, in common with others entitled thereto, the access drives to and from Lookout Road; and to and from Spine Road through and across 5365 Spine Road (Assessor Parcel 146311203009) subject to the terms and conditions of this Lease (Collectively, the "**Premises**"). A depiction of the Property, the Building and the Premises is attached as **Exhibit A**.

B. Delivery and Acceptance of Premises. The Landlord will deliver possession of the Premises to the Tenant the later of _____, 2024 or the date the lease is executed (the "**Possession Date**"). Tenant agrees to accept delivery of the Premises in their "as is" condition subject to all the terms of this Lease on the Possession Date. Landlord has no obligation to make any improvements to the Premises.

C. Use of Premises. Tenant will use the Premises for a public library with all attendant uses and services that public library facilities typically provide, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent to a change in use shall not be unreasonably withheld or delayed.

1. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein that may increase the existing rate of or affect any fire or other insurance covering the Building or any of its contents, or cause cancellation of any insurance policy covering said Building.

2. Tenant shall not allow the Premises to be used for any unlawful purposes, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises as defined by the City of Boulder Municipal Code.

3. Tenant shall not permit employees, customers, or visitors to smoke inside the Building.

4. Tenant shall not store any waste in or upon the Premises except as normal in the operations of a public library.

5. Tenant shall have the right to install a standard exterior sign on the Building, may utilize the existing on Premises Signs and may install monument signage after obtaining Landlord's written approval as to the location, color, design, composition and size, not to be unreasonably withheld or delayed.

6. Tenant may from time-to-time conduct used book sales or other library related sales on the Premises but shall not conduct any auction, distress, fire sale, bankruptcy, liquidation, or going-out-of-business sale thereon without the Landlord's prior written consent.

7. Tenant may make tenant improvements within and without the Building and on the Property to make them suitable for Tenants purposes, including modifications to the bank drive up window, provided no structural changes are made to the Building without prior written consent of the Landlord.

8. Tenant shall not use the Premises or permit anything to be done in or about the Premises that will conflict with any law, statute, ordinance or governmental rule or regulation related to the Premises and the use thereof now in force or which may hereafter be enacted or promulgated, including, without limitation, environmental laws. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements of any board of insurance underwriters or similar bodies now in force or which may hereafter be in force, relating to or affecting the condition, use or occupancy of the Premises.

ARTICLE II TERM

A. **Primary Term.** The Lease Term is sixty (60) months beginning twelve o'clock noon on the "Rent Commencement Date" (as defined below) and extending until twelve o'clock noon sixty (60) months thereafter. The "**Rent Commencement Date**" shall be (i) one business week from the day Tenant is issued a Certificate of Occupancy from the City of Boulder, or (ii) 30 days from the Possession Date whichever is earlier.

B. **Extended Term.** Tenant may, at Tenant's sole option, extend the Lease for

one (1) additional five (5) year period ("**Extended Term**"), upon the same terms and conditions, except for Base Rent, which will increase by three percent (3%) in the first year, and three percent 3% each year thereafter. To exercise its option, Tenant must give Landlord written notice of such election at least one hundred eighty (180) days before the end of the Lease Term and may only do so if Tenant (i) is not then in default; and (ii) has not been in default on two (2) or more separate occasions during the Lease Term.

**ARTICLE III
BASE RENT, ADDITIONAL
RENT AND SECURITY
DEPOSIT**

A. Base Rent. Tenant will pay Base Rent of \$150,000 annually in monthly installments of \$12,500, without setoff or deduction, without notice or demand, in advance, on or before the first day of each month during the Lease Term at the address of Landlord set forth in the Basic Lease Provisions or at such other address or addresses as Landlord may hereafter provide in writing. For the purposes of this Lease, the term "Lease Year" shall mean twelve (12) consecutive months starting with the first day of the Rent Commencement Date. Base Rent for any fractional month during the Lease Term will be adjusted pro rata on a per diem basis.

B. Additional Rent. The Parties intend this Lease to be a "Triple Net Lease." All costs and expenses attributable to the Premises will be paid by Tenant as "Additional Rent." Tenant will pay Additional Rent directly to third parties providing services or materials, or government services and not to Landlord. Additional Rent includes but is not limited to all costs and expenses related to Tenant Improvements and operation, maintenance and management of the Premises, including, without limitation: all services provided to the Building and the Premises, including HVAC services, water, sewer, other utilities, janitorial, electrical, trash, and general maintenance; all real estate taxes for the Premises, premiums for insurance required or permitted to be carried by Tenant, all charges for utilities, all costs for maintenance and repairs, and all other costs and expenses of operating, maintaining, repairing, lighting, replacing, cleaning, exterior window cleaning, painting, striping, removing of snow, ice and debris, conducting efficiency studies used in the operation and maintenance of the Premises, including heating, air conditioning and ventilating equipment, and personal property taxes and other charges incurred in connection with such equipment; costs and expenses of maintaining, repairing and replanting and replacing flowers and shrubbery and planters, as reasonably necessary; sprinkler maintenance costs; labor and administrative costs of operating and maintaining the Premises. Notwithstanding the forgoing, Additional Rent shall not include the cost of correcting any construction defects or making any structural changes, advertising the Premises for sale or lease, lease commissions or brokerage fees incurred by Landlord in connection with the lease, sale or financing of the Premises, costs or expenses reimbursed by insurance, Landlord's net income taxes, income tax accounting, interest, depreciation and general corporate overhead.

C. Rent Default. Tenant will be in Default on payment of Base Rent and/or Additional Rent if not timely made within 10 days after written notice from Landlord of a failure to make a payment.

D. Late Rent Payment. Any payment of Base Rent, Additional Rent, or obligation hereof which may be satisfied by the payment of money will, as of the date of Default:

1. Include a late fee of five percent (5%) of such amount that represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant; and,

2. Will bear interest at the rate of 10 % *per annum* ("**Default Rate**") until paid in full.

E. Security Deposit. Tenant will deposit with Landlord a Security Deposit of \$25,000.00 (the "**Deposit**") upon execution of this Lease. The Deposit may be applied by Landlord to pay losses or costs, damage or expense including reasonable attorney's fees sustained by Landlord by reason of failure of Tenant to comply with any provision in this Lease. To the extent not applied to a loss, cost, damage or expense, the Deposit, without interest thereon, will be returned to Tenant within 60 days after expiration or termination of the Lease. The Deposit is not an advance payment of rent or any measure of the loss, cost, damage, or expense that is or may be suffered by Landlord. In the event all or any portion of the Deposit is applied by Landlord to pay any loss, cost, damage or expense, Tenant shall, within 20 days after written demand, deposit with Landlord amounts necessary to replenish the Deposit.

ARTICLE IV TENANT IMPROVEMENTS

Tenant shall not, under any circumstances, make alterations or additions to the exterior of the Building except for a library identification sign. Tenant shall make no structural changes to the Premises, including equipment or appliances installed in connection with the transmission or delivery of the utilities without first procuring Landlord's written consent, which consent shall not be unreasonably withheld or delayed, after delivering to Landlord the plans and specifications.

Tenant may remodel the interior of the Building for Tenant's purposes including the removal of existing and construction of new non-loadbearing walls. Tenant may hang pictures, artwork and other wall hangings, without Landlord's prior written permission, and may repaint and install wall coverings, without the necessity for Landlord's consent. All new carpet and flooring must be approved in advance by Landlord, and must be of grade and quality commensurate with that originally installed in the Premises and must conform to existing building standards.

Tenant may with Landlord's written consent, make landscaping and xeroscaping improvements to the Premises.

Tenant is a public entity and its projects may not be the subject of mechanics or materialmen's liens under Colorado law. Nevertheless, Tenant will promptly pay for the costs associated with any such alterations or additions, and shall indemnify, to the extent permitted by law, Landlord against liens, costs, damages and expenses incurred by Landlord in connection therewith,

including any reasonable attorney's fees incurred by Landlord, if Landlord shall be joined in any action or proceeding involving such work. Landlord may, at its option, pay sums due to release any liens, in which event any such sums paid by Landlord shall be due to Landlord by Tenant upon written demand and shall accrue interest at the Default Rate from the date incurred by Landlord. Under no circumstances shall Tenant commence any such work until Landlord has been provided with certificates evidencing that all the contractors and subcontractors performing such work have in full force and effect adequate worker's compensation insurance as required by the laws of the State of Colorado, public liability and builder's risk insurance in such amounts and according to terms satisfactory to Landlord. Landlord shall at all times have the right to post or keep posted on the Premises, or in the immediate vicinity thereof, any notices of non-responsibility for any construction, alteration or repair of the Premises by Tenant, and Tenant hereby agrees to give Landlord at least ten (10) business days prior written notice of Tenant's plans to commence such work so as to enable Landlord an opportunity to post such notices, and Tenant shall ensure that such notices remain posted, continuously, throughout the period of construction.

All alterations, additions, improvements and fixtures, including but not by way of limitation, lighting fixtures, ducts, controls, diffusers, counters and work stations, filters or other equipment for distribution of heating and cooling, plumbing, electrical and telephone, and other personal property which may be made or installed by, for and on behalf of Tenant, upon the Premises, and which are permanently attached to the floors, walls, or ceilings so as to become fixtures (except Tenant's computers and Tenant's telephone system, custom cabinets, and any trade fixtures or trade equipment used by Tenant within the Premises, which equipment shall be removed upon the request of the Landlord) shall become the property of Landlord at the time of installation, and shall remain upon and be surrendered with the Premises at the time of termination of this Lease as a part of the Premises, without disturbance, molestation or injury. Any tile, linoleum or floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Premises shall be and become the property of Landlord absolutely upon installation. During the Lease Term Tenant shall not remove or damage the above described items and fixtures without the written consent of Landlord. Tenant shall promptly repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings, equipment, computers and telephone system.

ARTICLE V INSURANCE

A. **Building Insurance.** Commencing with the Lease Commencement Date and continuing throughout the Lease Term, and any extensions thereof, Tenant shall maintain or cause to be maintained (i) special causes of loss, or its equivalent, casualty insurance policy, insuring the Building and all improvements of the Building and the Premises in an amount not less than one hundred percent (100%) of their replacement value; (ii) commercial general liability insurance to the extent required by the Colorado Governmental Immunity Act; and (iii) other policies of insurance which Landlord requires to be kept in force. The insurance coverage amounts shall be determined by Landlord, in Landlord's reasonable discretion. Unless this Lease is terminated as a result of damages to the Premises, any insurance proceeds received by Landlord as a result of damage to the Building shall to the extent not payable to any lender, be applied to the extent reasonably

necessary by Landlord to repair such damage.

B. Premises Insurance. Commencing with the Lease Commencement Date and continuing throughout the Lease Term, and any extensions thereof, Tenant shall maintain or cause to be maintained, at its sole cost and expense: (i) fire and extended coverage insurance insuring all alterations and additions made by Tenant to the Premises and all of its fixtures, inventory, furniture and equipment in an amount not less than the full replacement value thereof with the broadest possible coverage ("special causes of loss, or its equivalent") on a one hundred percent (100%) co-insurance form insuring against all risks of direct physical loss; and (ii) public liability, bodily injury and property damage commercial general insurance coverage (or its equivalent) insuring against claims of any and all personal injury, death or damage occurring in or about the Premises in amounts required by the Colorado Governmental Immunity Act.

Each of the foregoing insurance policies in Sections A and B above to be carried by Tenant shall name Landlord as an additional insured, and shall be payable to Landlord and Tenant as their interests may appear. In addition, all such policies shall contain waivers of subrogation and, if required by Landlord, a loss payable endorsement in favor of the holder of any first mortgage on the Property or portion thereof. All such policies shall provide that no cancellation or termination thereof or any material modification thereof shall be effective, except on twenty (20) days prior written notice to Landlord, and, if applicable, said Mortgagee. Certificates evidencing such insurance shall be delivered to Landlord upon the Lease Commencement Date and each anniversary thereof.

C. Landlord's Representations, Covenants. Landlord represents that, to Landlord's knowledge there is no soil contamination, on or under the Premises and further represents that Landlord knows of no asbestos or other toxic or hazardous substances having been on the Premises. If Tenant finds any existing asbestos or other contamination or hazardous substance that existed on the Lease Execution Date, the Landlord will remove, or pay for the removal of such soil contamination, asbestos or other toxic or hazardous substance. If Landlord is unable to remove or pay for the removal of such substance, Tenant may terminate this Lease.

D. Hazardous Materials. Except as necessary in the ordinary course of conducting Tenant's general business practices, Tenant shall not carry any stock of goods, store any Hazardous Materials in violation of any Federal, State or local laws, statutes, ordinances, rules or regulations pertaining to the same (hereinafter, "Environmental Regulations"), or do anything in or about the Premises that would in any way tend to increase insurance rates or invalidate any policy on the Premises or the Building. For purposes of this Lease, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances" or "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. "CERCLA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA") or any other Federal, State or Local laws or statutes and in any regulations adopted and publications promulgated pursuant to said laws. If Tenant fails to use, handle or dispose of Hazardous Materials as required by applicable Federal and State law and such failure causes an increase in insurance premium to Landlord, Tenant agrees to pay as Additional Rent any such increase in premiums therefor resulting from such failure by Tenant. If Tenant installs any electrical equipment that overloads the power lines to the Building, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of insurance underwriters and

insurance rating bureaus and governmental authorities having jurisdiction.

Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all laws, rules, regulations, ordinances, directives, covenants, and restrictions of record, relating in any manner to the Tenants use of the Premises (including but not limited to environmental conditions and the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Materials) now in effect or which may hereafter come into effect. Tenant shall comply with all requirements concerning the handling and disposal of all waste.

E. Hold Harmless. To the extent permitted by law, Tenant shall indemnify, protect, defend and hold Landlord, its managers, members, officers, directors, agents, employees, lenders and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Materials brought onto the Premises by or at the direction of Tenant or by anyone under Tenant's control to the extent permitted by law. The indemnification set forth above shall survive the expiration or termination of this Lease.

ARTICLE VI MAINTENANCE OF THE BUILDING AND REPAIRS

A. Tenant's Maintenance and Repair Obligations--Building. Tenant shall at its sole cost and expense, keep the Building in good condition and repair, ordinary wear and tear excepted, including, without limitation, all heating, ventilating and other mechanical appurtenances and equipment; In connection with all such maintenance, Tenant may enter into (i) contracts for the maintenance, inspection and service of the Building and the equipment within the Building, and (ii) contracts for the cleaning of all windows in the Building and for sweeping of and removal of snow from sidewalks adjacent to the Premises, the costs of which, together with all costs of any replacements or repairs resulting from determinations made by the inspection service, shall be included in and comprise a portion of Additional Rent.

B. Tenant's Maintenance and Repair Obligations—Interior of Premises. Tenant shall, at its sole cost and expense, maintain, replace, repair and keep all parts of the interior of the Premises (which include but are not limited to, interior wall surfaces, doors, door hardware, and mechanical equipment within the Premises), in good order, operating condition and repair. Tenant shall also keep the Premises in a clean, sanitary and safe condition in accordance with all applicable directions, rules and regulations of any health officers, building inspectors or other proper officers of the governmental agencies having jurisdiction over the Premises. Tenant shall comply with all requirements of laws, ordinances and other rules and regulations that affect the Premises. Tenant shall permit no injury to the Building or Premises. At the expiration of the Lease Term, Tenant shall surrender the Premises broom clean in as good order as the same is on the day Tenant first opened the Premises for business, ordinary wear and tear, damage, and loss from the elements, loss caused by fire or other casualty, repairs to be made by Landlord, and other occurrences beyond the control of Tenant excepted.

C. No Capital Improvements. Notwithstanding the foregoing, the Tenant's

Maintenance and Repair Obligations – Building and Premises shall not include an obligation to perform maintenance and repairs to the Building or Premises that would be considered capital improvements, as generally understood by the IRS code. Capital improvement maintenance and repair obligations shall be the sole and exclusive responsibility of the Landlord, the costs for which shall not be assigned to the Tenant as Additional Rent. For the avoidance of any doubt issues such as replacement of HVAC Systems, water, sewer, and electrical lines, roofs, structural repairs, and parking lot replacement or resurfacing shall be considered capital improvements.

ARTICLE VII WAIVER OF SUBROGATION

Landlord and Tenant agree that, if the property or interests on which they are required to obtain insurance in connection with the transaction contemplated by this Lease shall be damaged or destroyed during the Lease Term by a peril insured under the policies of insurance, and whether or not such damage or destruction was caused by the neglect of the other party, neither party shall have any liability to the other or to any insurer of the other for, or in respect of, such damage or destruction, to the extent covered by such insurance; and each party shall insure that the policies of insurance required herein are endorsed with a provision in and by which the insurer shall waive its right of subrogation against the other. The waiver of subrogation hereby required shall extend only to the risks insured by the policies required by this Lease.

ARTICLE VIII DESTRUCTION OF OR DAMAGE TO PREMISES

A. Total Destruction. In case the Premises or the Building in which the Premises are situated shall be destroyed by fire or other peril insurable under the policies of insurance so as to become partially or totally untenable, the same shall be repaired as speedily as possible at the expense of Landlord, to the extent of insurance proceeds available, unless (i) Landlord shall elect not to rebuild as hereinafter provided; or (ii) the remainder of the Lease Term at the time of such damage or destruction is less than twelve (12) months, in which event Landlord shall not be required to rebuild if either Landlord or Tenant shall elect, upon written notice to the other party sent within fifteen (15) days of the date of the damage or destruction to terminate the Lease effective as of the date of receipt of the notice. No rent shall be due while the Premises is untenable.

B. Partial Destruction. In case the Premises or the Building in which the Premises are situated shall be damaged by fire or other peril insurable under the policies of insurance so as to render more than thirty-three percent (33%) of the Premises or 33% of the said Building untenable, or in the Tenant's reasonable and good faith judgment prevents the operation of Tenant's business, Tenant may, at its election by notice given to the other not more than 30 days after the occurrence of the damage, terminate this Lease. In the event Tenant elects not to terminate, Landlord shall, as speedily as possible, repair, rebuild or restore any such damage suffered in the Building or the Premises as set forth above, provided, however, that Landlord shall only be required to use building standard materials, and in the event Tenant desires the use of materials which are not building standard, Tenant shall pay any increased cost with respect to such materials, together with any costs incurred by Landlord as a result of delays in construction resulting from such materials not being available for use and installation at the time when Landlord is ready to install such materials. Subject to

the receipt of required building permits issued by applicable governmental authorities, and subject to other factors of "force majeure," the Premises shall be repaired within 120 days of the date of the occurrence of the damage or destruction. In the event the Premises are not repaired within such 120-day period, Tenant may give notice of default and opportunity to cure. If the Premises are not repaired as provided herein by the date which is fifteen (15) days after the Landlord's receipt of such written notice and opportunity to cure, Tenant may terminate this Lease. The deadlines set forth herein shall be tolled during any periods of delay pending receipt of building permits from pertinent governmental authorities, and during any period in which construction and progress is delayed due to the unavailability of materials selected by Tenant and during the period of any force majeure event.

C. Uninsured Loss. In case of casualty to the Premises resulting in damage or destruction which casualty is not insured against, Landlord shall be under no obligation to restore, replace, or rebuild the Premises, and this Lease shall be deemed terminated and of no further force or effect as of the date of such casualty, unless Landlord elects in its sole and absolute discretion to restore, repair, replace and rebuild the Premises and so notifies Tenant in writing within thirty (30) days after such casualty. In the event Landlord so elects to restore, repair, replace and rebuild the Premises, then this Lease shall continue in full force and effect during the period of such restoration, repairing, replacing, or rebuilding, with the rent abated.

ARTICLE IX EMINENT DOMAIN

If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as of the date of title vesting in such proceeding, all rent shall be paid up to that date, and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term; however, the provisions of this Article shall in no way be construed or interpreted as a waiver of Tenant's right against the condemning authority.

If the whole of the parking areas for the Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as of the date of title vesting, unless Landlord, at its own expense should elect to take immediate steps to provide other parking facilities within a reasonable distance from the Building and reasonably acceptable to Tenant so as to allow parking space ratios between the parking areas and the gross area of the buildings on the Property to be sufficient to satisfy Tenant and applicable governmental authorities.

If a part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking shall be so extensive that Tenant is unable to continue to operate its business in the remainder of the Premises, then for a period of thirty (30) days following such taking, Tenant shall have the right to either terminate this Lease and declare the same null and void by giving written notice thereof to Landlord or, alternatively, to continue in the possession of the remainder of the Premises under the terms herein provided, except that the Minimum Rent and Tenant's Pro Rata Share of Operating Costs shall be reduced in such proportion as the nature, value and extent of the part so taken bears to the whole of

the Premises.

If a part of the parking area of the Property should be acquired or condemned by eminent domain for any public or quasi-public use or purpose, no rights under this Lease shall be affected, so long as the remaining number of parking spaces satisfy the requirements of applicable governmental authorities and the needs of the Tenant. If the remaining number of parking spaces do not so conform as set forth above, or if ingress or egress to and from the Building or the Premises is materially impaired, Landlord may, at its election, take immediate steps to provide substitute additional parking facilities within a reasonable distance from the Building and acceptable to Tenant, to allow parking space ratios sufficient to satisfy applicable governmental authorities and the needs of the Tenant.

In the event Tenant terminates this Lease as provided hereinabove, such termination shall be as of the date of Tenant's written notice (but rent shall be due until Tenant's surrender of the Premises), and Tenant shall have no claim against Landlord for the value of the unexpired Lease Term, or for damages of any kind. In addition, in the event this Lease otherwise terminates or is terminated by Landlord pursuant to this Article, Landlord shall have no claim against Tenant for the value of the unexpired Lease Term, or for damages of any kind.

In the event of a partial taking which is not extensive enough to render the Premises unsuitable for the business of Tenant as set forth above, then Landlord shall as speedily as possible restore the Premises to a condition comparable to its condition at the time of such taking, less the portion lost in the taking, and this Lease shall continue in full force and effect except that the Minimum Rent and Tenant's Pro Rata Share of Operating Costs shall be reduced in the manner provided above.

As regards any obligations of Landlord described in this Article, in no event shall Landlord be required to spend an amount in excess of the amount available to Landlord from the award for any part of the Premises or parking area taken.

In the event of any condemnation or taking as aforesaid, whether in whole or in part, Tenant shall not be entitled to any part of the award paid to Landlord for such condemnation. Although all damages in the event of any condemnation or taking of the fee interest are to belong to Landlord, provided that Landlord's award is not diminished, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of loss of the leasehold and any and all damage to Tenant's business by reason of condemnation.

ARTICLE X INDEMNIFICATION

Tenant shall to the extent permitted by Colorado Law, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, members, agents and employees (each referred to herein as an "indemnified party") against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs and loss of rentals payable

by Tenant or other tenants in the event of loss caused by any negligent act or willful omission of Tenant unless such loss is covered by Landlord's rent abatement insurance) suffered or incurred by any or all of the indemnified parties and arising from or as a result of (a) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (b) any willful act or negligence of Tenant, or any officer, agent, employee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (a) or (b) above, then Tenant, upon notice from an indemnified party, shall to the extent permitted by law, defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord; provided, that such indemnity shall not apply to any loss suffered as a result of Landlord's negligence or willful misconduct. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises and the Building from any cause attributable to Tenant, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Premises or the Building.

Landlord shall, and does hereby, indemnify, protect, defend and hold harmless Tenant, Tenant's beneficiaries and their respective partners, members, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any of the indemnified parties in connection with loss of life, personal injury or property damage arising from or as a result of (a) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease or (b) any willful act or negligence of the Landlord, its officers, agents, or employees; provided that such indemnity shall not apply to any loss suffered as a result of the Tenant's negligence or willful misconduct.

ARTICLE XI ASSIGNMENT AND SUBLETTING

Tenant shall not assign, sell, pledge, mortgage, encumber or in any manner transfer this Lease or any interest therein, nor sublet the Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it without the prior written consent of Landlord in Landlord's sole discretion. Tenant shall have the right to assign or sublease the premises to a related affiliate without prior written consent.

No interest in this Lease shall pass to any trustee or receiver in bankruptcy, to any estate of Tenant, to any assignee of Tenant for the benefit of creditors, or to any other party by operation of law or otherwise without Landlord's consent.

No consent to assignment or subletting shall be granted if an Event of Default under this Lease exists and is continuing.

ARTICLE XII LANDLORD'S SALE OR TRANSFER

If Landlord determines to list the Premises or Building for sale, Landlord will provide

Tenant written notice of such intention at least thirty days prior to listing the property for sale and provide Tenant with the opportunity to make an offer to purchase the property. Landlord has 15 business days to accept or reject the offer.

ARTICLE XIII EVENTS OF DEFAULT

This Lease is made on the condition also that, if any one or more of the following events (herein referred to as an "Event of Default") shall happen, Tenant shall be in default of its obligations under this Lease.

A. Rent Payments. Tenant shall default in the timely payment of the Base Rent, Additional Rent or any other amounts payable hereunder as described in Article III; or

B. Non-Monetary Events. Tenant shall neglect or fail to perform or observe any of the other covenants herein contained on Tenant's part to be performed or observed, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given to Tenant notice specifying such neglect or failure (or within such period, if any, as may be reasonably required to cure such default, if the nature of such default is such that it cannot be cured within said thirty (30) day period, provided that Tenant shall have commenced to effect such cure and shall proceed with due diligence to complete such cure within such additional period of time as may be commercially reasonable); or

C. Bankruptcy. Tenant shall (i) be adjudicated a bankrupt or insolvent, or (ii) file or threaten to file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now or in the future amended), or (iii) make an assignment of its property for the benefit of its creditors; or

D. Abandonment. Tenant shall abandon or fail to take possession of the Premises without payment of rent due hereunder.

E. Remedies. If Tenant fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or in case of an emergency, without notice), Landlord may at its option, perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant upon receipt of invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it's drawn, Landlord, at its option, may require all future payments to be made by Tenant to be by cashier's check. In the event of an Event of Default, Landlord may, upon notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which

the unpaid rent would have been earned after the termination until the time of award exceeds the market rent; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the market rent; and (iv) the cost of recovering possession of the Premises, expenses including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired terms of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent (1%). Efforts by Landlord to mitigate damages caused by Tenant's defaults under this Lease shall not waive Landlord's rights to damages. If termination of this Lease is obtained through the remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or part thereof in a separate suit; continue the Lease and Tenant's right to possession and recover the rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests, shall not constitute a termination of the Tenant's right to possession; and

(b) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Colorado; and

(c) Landlord shall be entitled to recover the reasonable attorney's fees incurred by Landlord in pursuing Landlord's rights and remedies under this Lease.

**ARTICLE XIV
REMOVAL OF PERSONALTY AND FORFEITURE OF PERSONALTY**

Tenant agrees that on or before expiration of the Lease Term or repossession of the Premises by Landlord without termination, whichever first occurs, by way of default or otherwise Tenant shall remove all personal property for which it has the right to ownership. Any and all such property of Tenant not removed within twenty (20) days after written notice shall irrevocably become the sole property of Landlord. Tenant waives all rights to notice and all common law and statutory claims and causes of action, which it may have against Landlord after said time period as regards the storage, destruction, damage, loss of use and ownership of the personal property affected by the terms of this paragraph. Tenant acknowledges Landlord's need to relet the Premises upon termination of this Lease or repossession of the Premises, and understands that the forfeitures and waivers provided herein are necessary to aid said reletting and to allow Landlord the opportunity to mitigate damages.

**ARTICLE XIII
NON-DISTURBANCE AND SUBORDINATION**

This Lease shall be subject and subordinate to the lien of any first mortgage or other mortgage in favor of the beneficiary of said first mortgage, which Landlord may now or hereafter place upon the Premises and the Building, and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof; provided, however, that if this Lease is in full force and effect, the right of possession of Tenant to the Premises and Tenant's rights arising out of this Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the mortgage or the note secured thereby, nor shall Tenant be named as a party defendant to any foreclosure of the lien of mortgage, nor in any other way be deprived of its rights under this Lease. In the event that the Mortgagee shall agree to the sale of the Premises pursuant to the exercise of any rights and remedies under the mortgage, or otherwise, such sale shall be made subject to this Lease and the rights of Tenant hereunder.

**ARTICLE XIV
NOTICES**

All notices to be given hereunder by either of the parties shall be in writing. Notices may be given personally by delivering the same to the address set forth in the Basic Lease Provisions, or, if the Tenant, to the Premises. Either party may change the address to which notices may be sent by delivering a copy thereof to the other party in the manner aforesaid.

**ARTICLE XV
MISCELLANEOUS**

A. Covenant Dependency. Except as otherwise expressly provided herein, the obligation of Tenant to pay rent hereunder is independent of every other covenant, duty or obligation of Landlord herein, and is not subject to deduction or offset.

B. Liens. Tenant shall not cause or permit any mechanic's or other lien to be filed against the Premises, the Building or any portion of the Project by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Premises, to Tenant, or to anyone

holding the Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord or the court having jurisdiction over such matter, and such lien is released from the Premises, the Building and the Project within fifteen (15) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within fifteen (15) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

C. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being agreed that neither the method of computation of rents or any other provisions set forth herein nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

D. Representations. Landlord and Tenant each hereby acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease.

E. Amendments, Modifications and/or Assignment. No amendment or modification of this Lease or any approvals or permissions of Landlord required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

F. Grammatical Changes. Wherever the words "Landlord" and "Tenant" are used in this Lease, they shall include "Landlords" and "Tenants" and shall apply to persons, men and women, companies, partnerships, and corporations. Wherever the words "mortgage" or "mortgages" are used herein the same shall be deemed to include a deed of trust or trust deed, and the word "lender" shall include a Mortgagee of a mortgage or a beneficiary of a deed of trust or trust deed. For purposes of this Lease, the term "rent" shall be deemed to mean any Base Rent, Additional Rent or other monetary obligations of Tenant hereunder. All references to the Lease Term shall include any extension of the Lease Term, except as otherwise provided. All references to Tenant shall include Tenant's guarantors, assignees or sublessee. All reference to the singular shall include the plural, and vice versa.

G. Section Headings. The section headings are inserted herein only for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions of this Lease.

H. Binding Effect. Subject to the provisions hereof, the benefits of this Lease and the burdens hereunder shall respectively inure to and be binding upon the heirs, successors, personal representatives and assigns of the parties.

I. Personal Property Taxes. Tenant is a governmental entity that does not pay personal or real property taxes. It will pay property taxes for the Premises to the extent required by this Lease or the state law. Tenant will ensure that personal and real property taxes for items that are the subject of this Triple-Net lease are not assessed against or paid by Landlord.

J. Non-Waiver. No waiver of condition or covenant of this Lease by either party hereto shall be deemed to imply or constitute a further waiver by such party of the same or any other condition or covenant. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless signed in writing by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord shall not constitute a termination of this Lease unless a written agreement has been entered into with Landlord to this effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Minimum Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as rent, be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the complete performance by Tenant of the covenants herein contained on the part of Tenant to be performed.

K. Reimbursement of Attorneys Fees and Costs. In the event either party takes legal action against the other to enforce the terms of this Lease, the prevailing party shall recover from the other party its reasonable attorney's fees and costs, together with fees charged by accountants, appraisers and other consultants or experts hired by the prevailing party or its attorneys.

L. Status Statement of Lease. Tenant agrees, within an initial five (5) business days of written request by Landlord from time to time, to execute, acknowledge and deliver to Landlord a status statement of Lease generally in the form attached as **Exhibit B**, to the extent that the facts set forth therein are true.

M. Easements. Landlord shall have the right to grant any easements on, over, under and above the Premises for such purposes as Landlord determines, provided that such easements will not materially interfere with Tenant's business.

N. Holding Over. In the event that Tenant remains in possession after the expiration of this Lease, without execution of a new Lease and without Landlord's written consent, Tenant shall be deemed to occupy the Premises as a tenant from month to month, subject to all conditions, provisions and obligations set forth herein insofar as the same are applicable to a month-to-month tenancy, except that Minimum Rent shall increase to one hundred fifty percent (150%) of Minimum Rent for the last year of the Lease Term or any Extension Term thereof. In addition, Tenant shall pay any reasonable damages and hold Landlord harmless from any liability incurred in connection with any claims made by any succeeding occupant based on delay of possession.

O. Time of the Essence. Time is of the essence hereof, and each party shall perform its obligations and conditions hereunder within the time hereby required.

P. Unenforceability. If any clause or provision of this Lease is illegal, invalid or

unenforceable under present or future laws effective during the Lease Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Q. Rights and Remedies. The remedies of Landlord and Tenant shall be cumulative, and no one of them shall be construed as exclusive of the other, or any remedy provided by law or equity.

R. Limited Liability Company Authority/Corporate Authority. Landlord and Tenant (if a corporation, or limited liability company) each represent and warrant that it has full power and authority to enter into this Lease Agreement and has taken all action necessary to carry out the transaction contemplated hereby, so that when executed this Lease Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. Tenant shall provide Landlord its resolution authorizing execution of the Lease at the time of said execution and said resolution shall be incorporated herein.

S. Interpretation and Venue. The terms of this Lease shall be interpreted according to the laws of the State of Colorado. Each party consents to the enforcement by their respective Landlord of Tenant's obligations hereunder in the District Court in and for the County of Boulder, Colorado.

T. Exhibits and Addenda. The Exhibits and Addenda attached to this Lease are incorporated herein and made a part hereof by this reference.

U. Landlord/Tenant Representations. In the event either Landlord or Tenant is either a corporation and/or limited liability company, the officers executing this Lease on behalf of Tenant hereby covenant that they are duly authorized by the corporation and/or limited liability company to execute this Lease, that the corporation and/or limited liability company is duly organized under the laws of its State of incorporation and that the corporation and/or limited liability company has the full right and authority to enter into this Lease for the full term hereof. In the event Tenant is a general or limited partnership, the general partner(s) executing this Lease on behalf of Tenant hereby covenant(s) that he (they) is (are) duly authorized by the partnership to execute this Lease, that the partnership is duly organized under the laws of the State in which it was formed and that the partnership has the full right and authority to enter this Lease for the full term hereof. Landlord further warrants that it is owner of the property and holds title in fee simple.

V. ADA. Landlord represents to Tenant that, to the Landlord's knowledge as of the Lease Execution Date, the Building has received no notice of required modification as a result of the Americans with Disabilities Act of 1990, as amended. However, this is an older building, and Tenant shall maintain the Premises in compliance with all applicable laws during the Lease Term, except those items that are the responsibility of Landlord. In the event the Tenant requires any changes, or the Tenant's work in the Building requires any changes to comply with the ADA, any and all costs thereof will be paid by the Tenant.

W. OFAC Certification. Tenant hereby certifies and represents that Tenant, and any of its affiliates, any of their respective partners, members, shareholders or other equity owners, and their respective officers, directors, are (a) not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) not engaged in this Lease, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the certifications set forth in this paragraph to the extent permitted by law.

THE PARTIES' SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD

BNR Farms LLC,
by Midwest Trust Company, Manager

By: _____

Its: _____

TENANT

BOULDER PUBLIC LIBRARY DISTRICT

Attest:

FirstBank Furniture

Branch: BOLD

Line #	Item Picture	Item Description	Dimensions	Quantity on Site	Items Specs	Quality of Item	Furniture for NOCO & warehouse to be removed on 6/1
1		Lobby Benches	20"x72"	2			To remain at BOLD
2		Glass Bulletin Board		1			To remain at BOLD
3		Botte Guest Chair		2	Source Seating, Fabric: CF Stinson, Sleeping Bear Dunes, Surf	good	To return to warehouse.
4		BISON Airflow Chair Mat	46"W x 60"D	14	Bison, clear	good	Keep (2) for NOCO, (12) to remain at BOLD
5		Zip Conference Chair		12	All Seating, Back Fabric: CF Stinson – Staple, Tempest Seat Fabric: HBF – Abito, Arco	good	To remain at BOLD
6		Canvas Round Meeting Table	48" Dia. x 30"H	2	Indiana, Nevamar Tranquility Top , Black Strut legs	good	1 to return to warehouse and 1 to remain at BOLD
7		Break Tables	36" square	3			(2) Keep for NOCO, (1) to remain at BOLD
8		Break Chairs		12	Source Axis		(8) Keep for NOCO, (4) to return to warehouse
9		Black Shelving Sections (5 partitions deep)		5			To remain at BOLD
10		Black Shelving Sections (2 partitions deep)		1			To remain at BOLD
11		Tan 4H Filing Cabinet		1			To remain at BOLD

FirstBank Furniture

Branch: BOLD





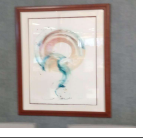

Line #	Item Picture	Item Description	Dimensions	Quantity on Site	Items Specs	Quality of Item	Furniture for NOCO & warehouse to be removed on 6/1
12		Black 6 Drawer Unit		1			To remain at BOLD
13		Tan Cash Units		9			To remain at BOLD
14		Clock		1			To remain at BOLD
15		Art 2		1			To remain at BOLD
16		Art 3		1			To remain at BOLD
17		Art 4		1			To remain at BOLD

EXHIBIT A
Premises



Exhibit A-Building Floor Plan

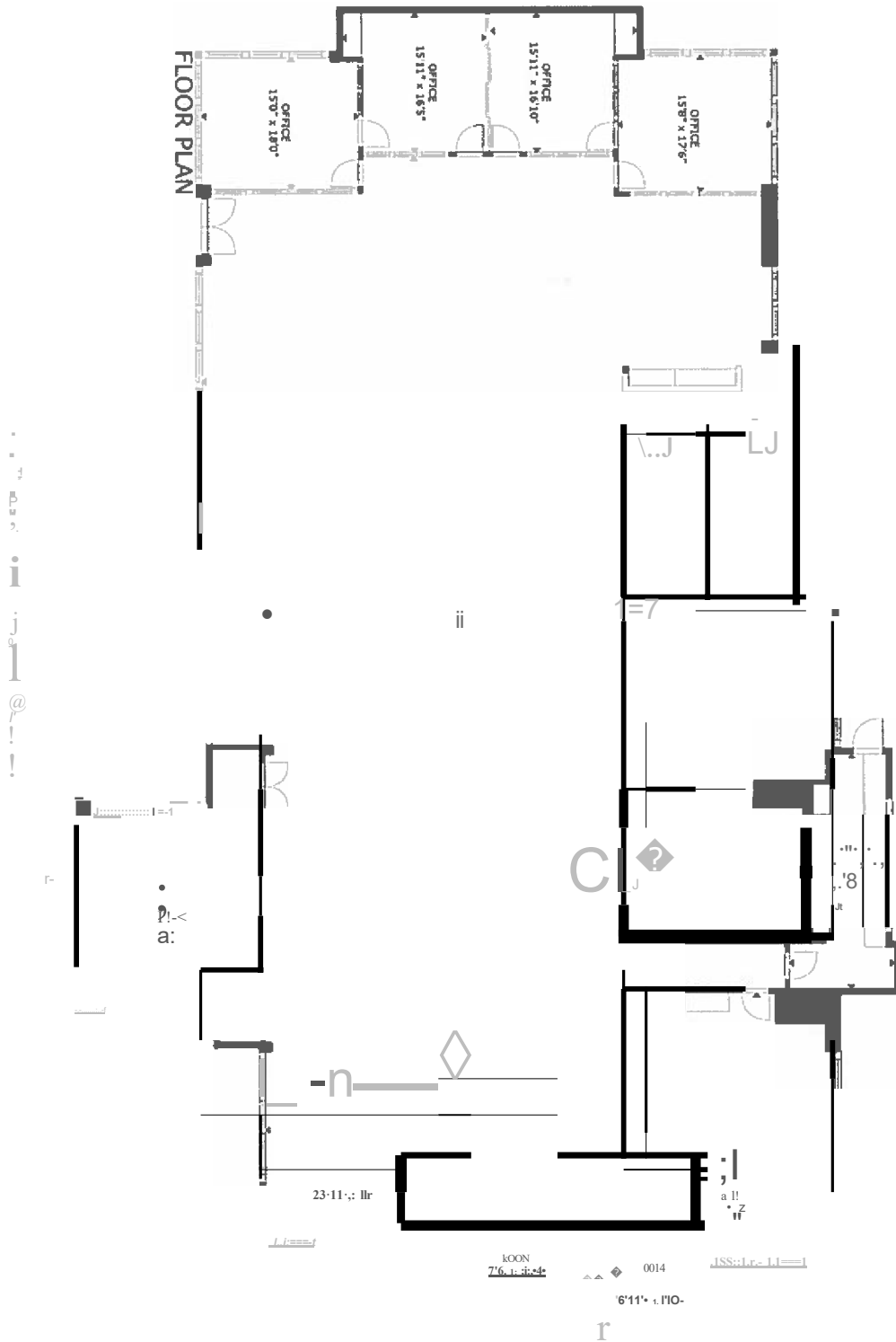


EXHIBIT B
Tenant Estoppel and Status Statement of Lease

TO:

Re: _____ ("Tenant")
 _____ (the "Premises")

Gentlemen:

The undersigned is the (check one) Tenant (X) or Guarantors LJ under that certain Lease of the Premises (the "Lease") dated as of _____, 2024, covering _____ - (_____ -) square feet in the building located at _____ Suite _____, _____, as the Landlord and record owner of the Property. The undersigned hereby certifies, at the date hereof, as follows:

1. The Lease identified above is the Lease with _____ as Landlord. A true, correct and complete copy of the Lease and all amendments, guaranties, security agreements, subleases and other related documents are attached hereto as Schedule "1" and incorporated herein by this reference. Said Schedule "1" consists of the following: (describe documents and set forth number of pages). There are no other documents and understandings, between such Landlord and Tenant and/or Guarantors which relate to the Property.
2. The Lease sets forth the entire agreement between the undersigned Tenant and Landlord with respect to the leasing of the Premises, including but not limited to all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord and to the conditions precedent to occupancy of the Premises by the undersigned.
3. Tenant entered into occupancy of the Premises described in the Lease on ____ _ 2010, and is in possession of and occupies those Premises for purposes permitted under the Lease.
4. The Lease Commencement Date under the Lease is ____ , 2024.
5. The Lease Term will expire on _____. Tenant has no rights to renew or extend the Term of the Lease or any expansion rights under the Lease, except those (if any) set forth in the Lease.
6. Tenant has deposited with Landlord the sum of _____ Dollars (\$....., (in cash,) as Security Deposit or for other purposes stated in the Lease.
7. No rents or charges have been paid in advance, except for the following rents or charges which have been paid to the date specified: _____ Dollars(\$ _____, paid to _____, 2024.
8. The current Base Rent is _____ (\$_____).

9. Landlord has not, as an inducement, assumed any of Tenant's Lease obligations and has made no agreements with Tenant covering free rent, partial rent, rebate of rental payments or any other type of rental concession, except as follows:

10. The undersigned certifies that Tenant is required to pay all operating expenses as set forth in the Lease.

11. All Base Rent and other rentals under the Lease including the payment of any taxes, utilities, common area maintenance payments or other charges that are currently due have been paid, except -- -----; all such rentals are being paid on a current basis without any claims for offsets or deductions.

12. The Lease (including all exhibits) and all related agreements and documents listed above are duly authorized, executed and delivered by Tenant and/or Guarantors and are in full force and effect and have not been assigned, modified, supplemented or amended except as indicated in Paragraph 1 above; nor have the undersigned Tenant's rights in or under such Lease been assigned.

13. The Lease and the other agreements listed above represent the entire agreement between the parties as to the Premises.

14. Other than the Landlord and its mortgage lenders, no person or firm other than the undersigned is in possession of the Premises and to the best of the undersigned's knowledge, no person or firm other than the Landlord has a future right to the Premises.

15. The undersigned is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing.

16. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend the Lease Term nor any option or preferential right to purchase all or any part of the Property or all or any part of the building of which the Premises are a part, nor any right, title or interest with respect to the Property other than as Tenant under the Lease.

17. There are no uncured defaults by Landlord under the Lease or any of the related agreements described above, and Tenant knows of no events or conditions which if uncured shall with the passage of time or notice or both, would constitute a default by Landlord under the Lease or any of the related agreements described above. There are no existing defenses or offsets, which the undersigned has against the enforcement of the Lease by Landlord.

18. The undersigned represents that the improvements and space required to be furnished according to the Lease have been duly delivered by the Landlord and accepted by the

Tenant and the Premises are in good condition and not in need of repair as of the date of this Certificate.

19. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have, to the undersigned Tenant's knowledge, been satisfied.

20. As of the date hereof, the condition of the Premises is satisfactory and adequate.

21. The undersigned represents that the Landlord has not guaranteed the Lease or any of Tenant's obligations hereunder or otherwise provided Tenant with inducement that the Landlord will pay for Tenant's obligation(s) in the event that Tenant fails to pay any obligation that Tenant is required to pay under the terms of the Lease.

22. Other than in the ordinary course of business, the undersigned has not dumped, spilled or in any other manner deposited any hazardous waste substances on the Property. The undersigned has received no notice of and has no knowledge of any violation or claimed violation of any law, rule or regulation relative to hazardous waste substances. The undersigned has not used, and the undersigned has no knowledge of any use of, the project for the storage of oils, other products of petroleum distillation or other hazardous material.

It is understood that you require this Certificate from the undersigned as a condition to the purchase of the Property from the Landlord, and that you are relying on this Certificate. After receipt of notice from Landlord that the sale has been completed, the undersigned will honor the assignment of Landlord's interest in the Lease, subject to your honoring the undersigned's right to the Premises Tenant's right of non-disturbance and the Project as set forth in the Lease.

Dated the ___ day of _____, 20____
Tenant _____ Guarantors _____ (check one)
_____, a _____

By: _____

Its: _____
STATE OF COLORADO)
CITY/COUNTY OF DENVER) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____

Witness my hand and official seal.

My commission expires: _____

Notary Public _____

Memorandum

TO: BPLD Board of Trustees

From: David, Library Director

Date: January 30, 2024

Subject: Gunbarrel library location / property review

Among our 2022 ballot promises was the commitment to open a Gunbarrel branch library location. This has been a desire of the Gunbarrel community for some time and was listed as a priority goal in the 2018-28 Strategic Plan. Our current plan and budget is to be prepared to open a location by January 2025.

Gunbarrel itself is still considered a satellite community of Boulder. The majority of residents live in the unincorporated area. It does have a higher concentration of light industry than any other area of the Boulder Valley Comprehensive Plan. A ‘town center’ subcommunity plan was adopted in 2004 and amended in 2006. The result has been higher levels of density in and around the town center – which is anchored by the King Soopers grocery and the Gunbarrel shopping center that surrounds it. [depicted in Appendix: Google maps below.]

From the library use analysis we did in 2017-18, Gunbarrel residents have lower incidence of households with library cards [55%] than the community as a whole [70%+] The majority of Gunbarrel residents travel over 15 minutes by car to the nearest public library. A plurality of Gunbarrel residents that use the library travel to Meadows library, followed by Main. The potential “service area population” of Gunbarrel is similar to the Nobo Community and Table Mesa [George Reynolds Library] at approximately 16-18,000. The residential and commercial ‘tax base’ generates adequate revenue for the overall district budget to warrant having a library location, and more importantly the community has a reasonable expectation of services nearer to home.

Over the past several months, I have visited numerous properties within a few blocks of Gunbarrel town center to get a good inventory of types of spaces that would suit the library’s needs for a future library location. The current price for leasing office space is 5-15% lower than it was in 2019. I do not know the exact rate, but vacancy rates of office space in Gunbarrel is very high, and higher than I have seen in the last 10 years.

We have the option to consider opening a “corner library” location or a “full-service” library.

A “corner library” – like what we have had in North Boulder for the past 10 years - is a smaller location with a small collection of books and materials, minimum public computing and no program/ or meeting space on site. The corner library in NoBo was designed to be a 3-5 test case to see if there was interest in having a library. [It was also all we could afford at the time – the space was free from Boulder Housing Partners and we kept operating expenses below \$500K annually.] We “outgrew” the space in the first year with nearly 50,000 visitors and it took us roughly 9 years to secure funding and build the new Nobo library that will open later this year.

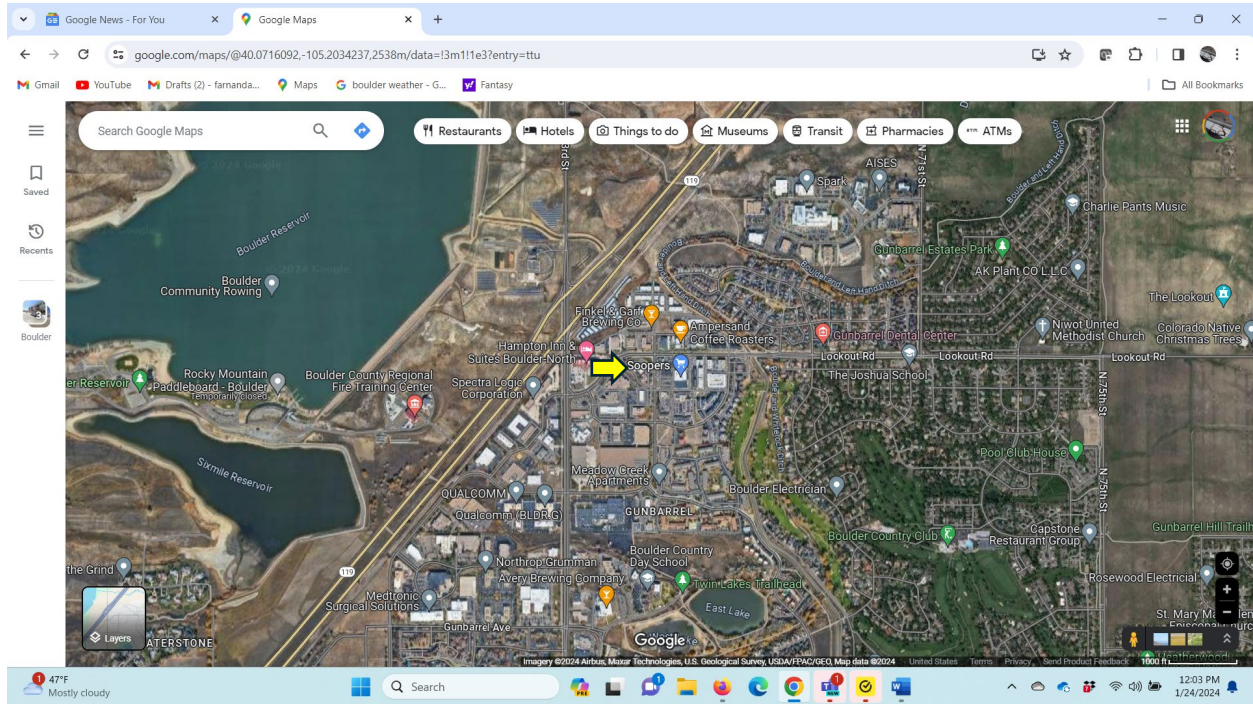
A ‘full-service library’ would resemble our other locations in Table Mesa, North Boulder and Meadows communities. It would be open 6 or 7 days a week, offer a full array of materials and services: checkout and pickup, materials sorting to facilitate volume of materials while keeping staffing costs down, public computing, public programming and meeting room space. It would also have adequate parking to accommodate community events within the space. The approximate size of other community library locations: Nobo 12,500sf, Reynolds 9,500sf, Meadows 7700sf.

In addition it is worth noting that at present we have a number of space needs. The Carnegie Library for Local History has been pursuing additional storage space for historical materials. The Nobo library will require some permanent and temporary near-site/off-site storage in order for us to stage furniture, equipment and collection needs. We are also working through a re-configuration of office space at the Main library in order to accommodate Facilities, Communications, HR and Finance staff and functions. While we anticipate that the highest influx of new staff will not occur until March/April timeframe, we also anticipate that the re-configuration process will not be complete until October/November at the earliest and possibly stretch into 2025.

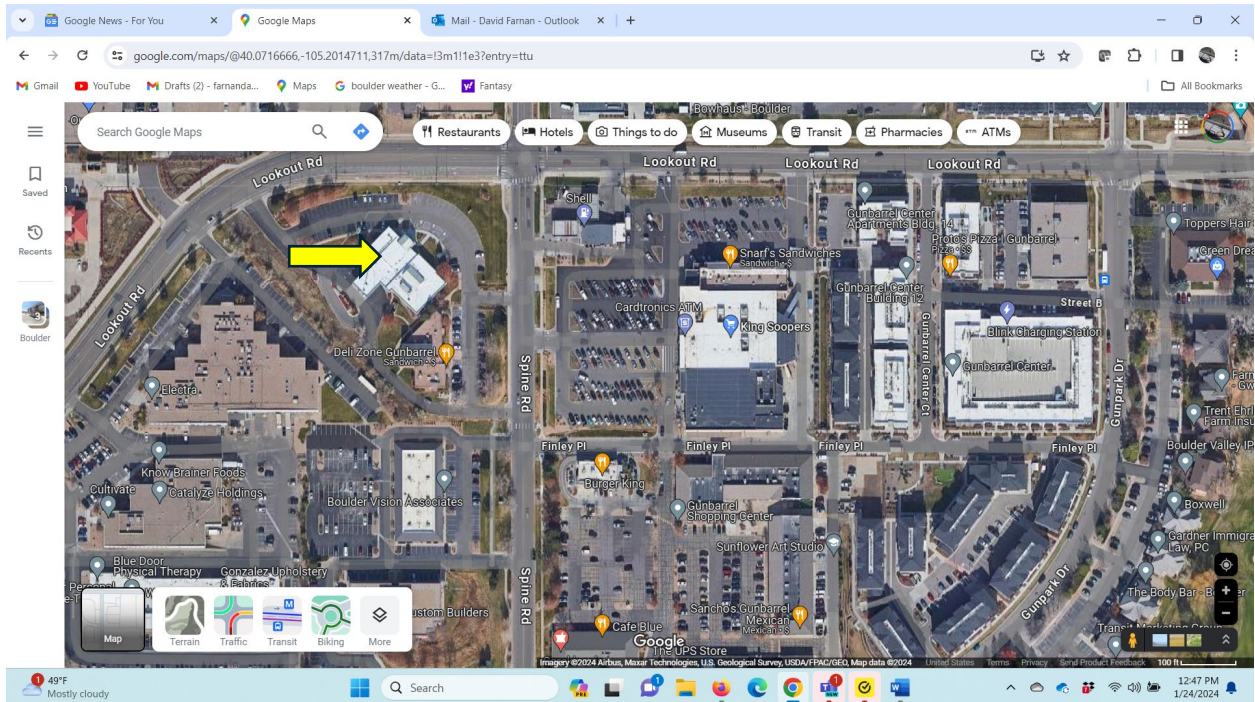
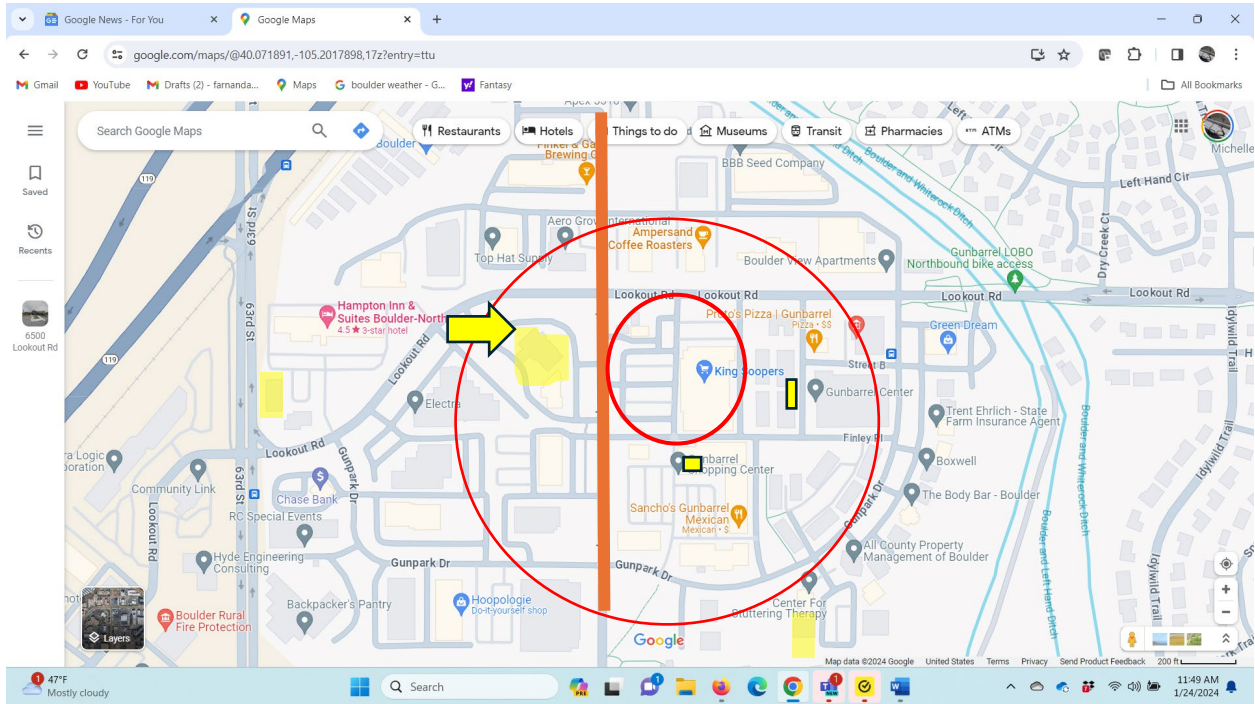
Given these considerations, it is my recommendation that we move forward with pursuing a long-term lease for 6500 Lookout Road in Gunbarrel. It is in the heart of town center. It has high visibility along Lookout Rd and is across the street from the busiest location – King Soopers. It has nearly 10,000 square feet of space, a sizable parking lot and minimal modifications associated with making it library ready. It is also our intent to use a portion of the space to off-set some of Carnegie Library for Local History’s immediate storage needs for at least 4-5 years, perhaps longer.

APPENDIX

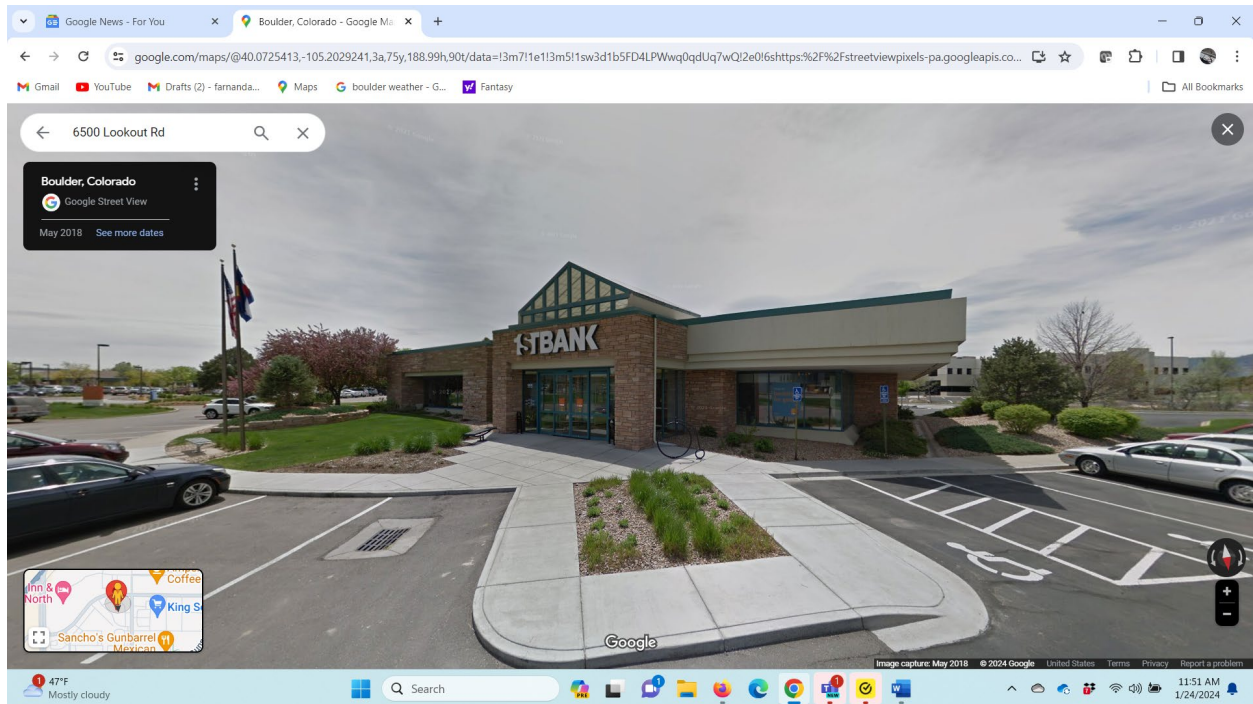
Gunbarrel



Gunbarrel Town Center

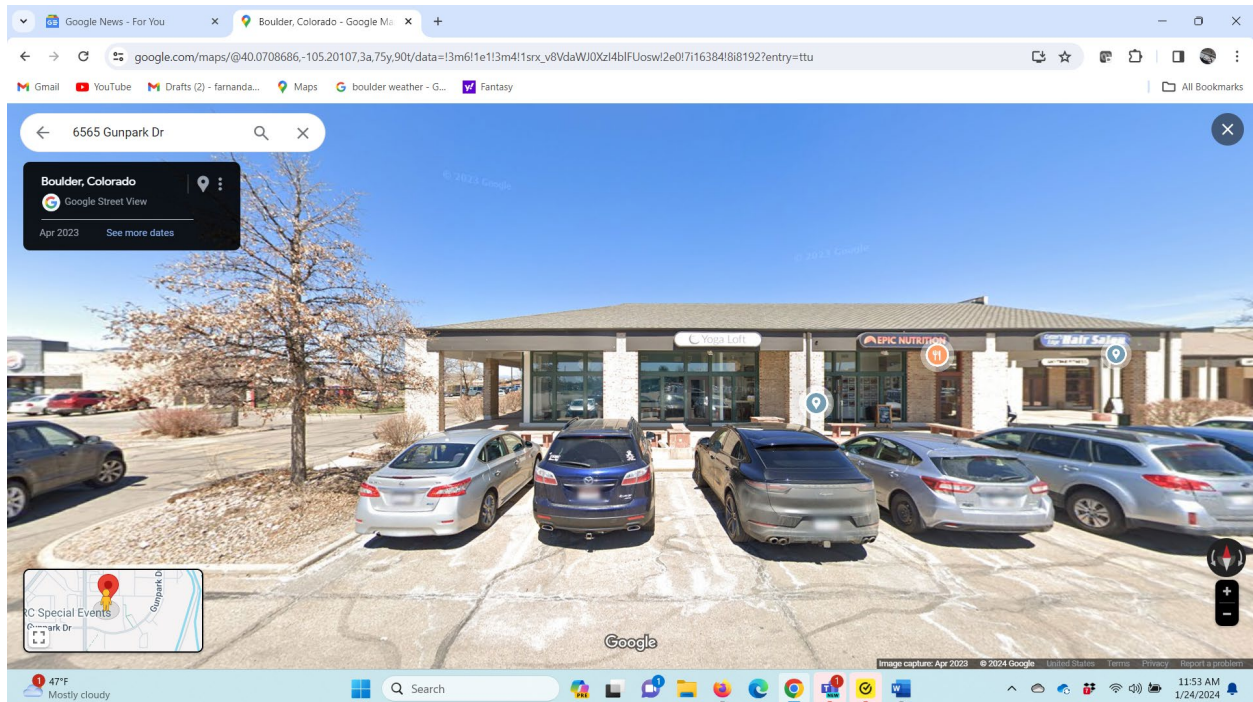


6500 Lookout



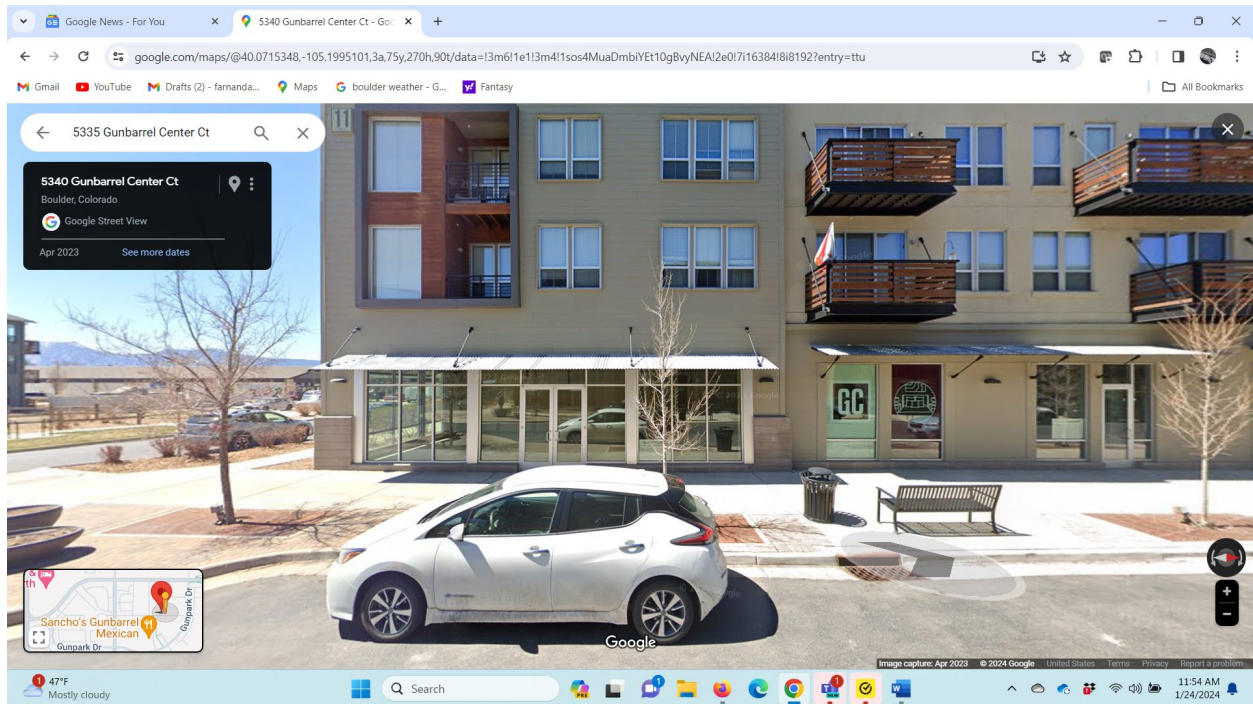
- 9,785sf
- Full Service Library
- All-in annual rent estimated at \$22/SF or \$200,000-220,000/year.
- Move-in ready – minor modification to enclose automated materials handling /and to separate staff space from public space.
- Full building
- Working bathrooms
- Working breakroom
- Public meeting room spaces [3/4 spaces built and furnished]
- Ample space for staff offices/work space/automated sorting unit
- Ample parking/including designated handicapped parking spaces]
- On Bus route [stop right out front.]
- Ample storage; including space that could offset some current need for Carnegie Library for local history storage. [Has built in compact shelving unit and drawer space.]
- Challenges – no known challenges.
- Virtual tour: <https://my.matterport.com/show/?m=naRVMtZvXs6&rmxv=1695243580>

6565 Gunpark Drive Suite 108B



- 3,360 sf
- Corner Library
- Between \$25-\$29.50/SF All-In rate or \$80-\$99K annually
- Needs some demo remodel –
- Working bathrooms
- Adequate parking [but no immediate designated handicapped spaces.]
- On Bus route [Stop ½ block away]
- Challenges
 - Little to no storage
 - Difficult to outfit with automated materials handling unit.
 - No staff office space

5336 Gunbarrel Center Drive; Building 11 and/or 12



Building 11:

- 3,772sf, \$22-\$27/SF All-In rate \$85-100K annually,
- needs full build out, [cost roughly \$800K-\$1M]
- no dedicated parking
- Bus route 1 block away

Building 12:

- 3,663sf, \$22-\$27/SF, all in rate \$80-90K annually]
- needs full build out, [cost roughly \$800K-1M]
- no dedicated parking
- bus route 1 block away

BOULDER PUBLIC LIBRARY DISTRICT DIRECTOR

CONTRACT

This Boulder Public Library Director Contract (“**Contract**”) is entered into this _____ day of June, 2024 by and between the Boulder Public Library District (“**District**”) by its Board of Trustees (the “**Board**”), and David Farnan (“**Farnan**”).

AGREEMENT

ENGAGEMENT AS DIRECTOR OF THE BOULDER PUBLIC LIBRARY DISTRICT

A. Effective Date. The following terms and conditions shall be effective upon approval and execution of this Contract by both parties.

B. Employment. Pursuant to its powers under § 24-90-109 (c), C.R.S., the Board of Trustees employs, and Farnan agrees to accept employment, as Director (“**Director**”) of the Library District.

C. Term. This Contract is for a term ending June 1 of the subsequent year. Unless otherwise terminated, the Contract will automatically renew on June 1 each year for successive periods of one (1) year each, subject, however, to annual appropriation by the Board of Trustees and potential adjustment of salary and other matters to be agreed. Despite these terms, Farnan serves at the will and pleasure of the Board.

D. Duties. Shall lead and direct a program of library services for the residents of the Library District under the direction and review of the Board. Duties under this Contract include:

1. **Leadership:** To be a public presence for the Library District and a partner in community projects, inspiring community support through active involvement in community organizations and activities;
2. **Planning:** To lead a district-wide planning process to establish the mission, goals, and objectives of the Library District;
3. **Policy Development:** To assist the Board in developing policies that pertain to all aspects of Library District operations to promote exemplary service to the public;
4. **Policy Implementation:** To implement policies adopted by the Board with fairness and consistency;
5. **Program Development:** To direct the development and implementation of a variety of contemporary services that meet the diverse needs of public audiences in a friendly and helpful setting;
6. **Collection Development:** To grow and make easily accessible a first-class collection of print and non-print media that encompasses the ethnic and cultural

diversity of the communities served by the Library District and that represents a wide variety of viewpoints;

7. Staffing: To build an organizational culture of service and commitment through selection and development of staff;
8. Employment Recommendations: To recommend individuals for employment by the Board consistent with the policy, staffing, and development needs of the Library District;
9. Finance: To formulate and administer an annual budget, implement investment strategies, and be accountable to taxpayers through regular reports to the Board and the public;
10. Communications and Marketing: To learn the service needs of the public and to provide frequent and on-going information to the public and staff regarding Library District services and operations;
11. Facilities: To maintain attractive, safe, comfortable, and convenient buildings and vehicles to serve the public;
12. Technology: To provide up-to-date technical software, equipment, training, and support for the public and the staff;
13. Foundation and Fundraising: To collaborate with the Boulder Public Library Foundation in establishing goals and priorities and actively participate in fundraising for the benefit of the library;
14. Professional Involvement: To engage the Library District in cooperative activities with other libraries, participate in activities of the State Library, and assume leadership roles in state, regional, and national library organizations;
15. Legislative Involvement: To inform the Board of opportunities to actively engage in advocacy for libraries at all levels of government- local, county, state, and federal;
16. Board Meetings and Reports: To prepare the agenda for each Board meeting, present a monthly report of library activities to the Board, and submit an annual report to the State Library and appropriate local governments;
17. Other: To be responsible for any other reasonable acts or duties, consistent with the foregoing, as may be prescribed by the Board or are necessary for the orderly and efficient management and control of the Library District.

E. Compensation. Annual compensation for services under this Contract shall be the amount determined by the Board. The compensation shall be payable in the same manner as the compensation of Library District employees. The Board may from time to time review the compensation to be paid under this Contract and may increase or decrease said compensation as it

deems appropriate. Upon the request of the Board, Director will participate in performance and compensation reviews with the Board or any subcommittee designated for this task.

F. Vacation, Sick Leave, and Holidays. The Director shall be entitled to paid vacation leave based on his original date of hire as provided in Library District personnel policies, as amended from time to time.

G. Insurance Coverage and Retirement Benefits. Director shall be included in the life and health insurance coverage and retirement benefits available to all full-time salaried employees of the Library District.

H. Reimbursements. Director shall be reimbursed by the Library District for the following employment-related expenses upon submission of Library District reimbursement forms and related documentation:

1. Conference attendance for professional organizations, to a maximum per year as set forth in the Library District budget.
2. Registration fees, lodging, and meals for seminar or meeting attendance to a maximum per year as set forth in the Library District budget.
3. Business meals, to a maximum per year as set forth in the Library District budget.
4. Mileage reimbursements at the rate and for the purposes allowed by the Internal Revenue Service.

I. Termination.

1. Termination Without Cause. This Contract may be terminated by either party for any or no reason upon not less than one hundred eighty (180) days written notice.
2. Termination for Cause. This Contract may be terminated by either party for cause at any time. In the event of termination for cause, which shall be determined in the Board's sole discretion, Director will be paid accumulated Paid Time Off, if any, as provided in the Personnel Manual for full-time salaried employees.

“Cause” for purposes of this Agreement may be defined as: (i) fraud, misappropriation or embezzlement of District funds or property; (ii) intentional breach of the provisions of this agreement; (iii) repeated willful failure to perform services hereunder; and/or (iv) incapacity; and, (v) articulated reasons deemed appropriate by a majority vote of the Board.

J. Miscellaneous.

1. Contract Employee: The Director position is a contract position, is governed entirely by this Contract and is not subject to Library District Personnel Policies except as specifically provided herein.
2. Governing Law: This Contract shall be governed by the laws of the State of Colorado.
3. Acknowledgement of Public Record: Director acknowledges and agrees by his signature below that the amount of salary and benefits paid pursuant to this Contract are a matter of public record, which may be disclosed by the Library District and Board.
4. No Waiver of Right to Enforce: The failure of either party to enforce any of the provisions of this Contract shall not be construed as a waiver of such provisions or terms, nor shall the right of that party thereafter to enforce such terms or provisions be impaired.
5. Delegation of Duties: Director may delegate or assign the duties and obligations set forth in this Contract to the extent authorized by the Board, but no such delegation or assignment shall relieve Director of the responsibility for the delegated obligation or duty.
6. Entire Agreement: This Contract constitutes the entire agreement between the parties hereto, and there are no agreements or understandings relating to the subject matter hereof which are not fully set forth within this Contract. All prior discussions concerning the subject matter hereof are merged herein and superseded hereby. No modification, amendment, or revision of this Contract shall have any force or effect unless set forth in writing and executed by both parties hereto.
7. Notice: All notices required or permitted under this Contract shall be in writing and shall be deemed given when personally served on the Director, the Board of Trustees or the President of the Board of Trustees.

[THIS AREA INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Boulder Public Library District

Doug Hamilton, President

Attest:

David Farnan

DRAFT

Library Director Goals for 2024 – 2025

Draft 5/06/2024 updated 5/08/24

Culture and Community Within the District Organization

Build upon the existing culture of collaboration with integration of new hires that will increase by 50% the number of employees.

On boarding of two new trustees and continue to build working relationships with all seven trustees.

Service and Programs

Deliver on 2018-2028 master plan goals and campaign promises.

Engagement with Community as the Library District Leader

Develop and nurture leadership within organization.

Support the Board in its growth and development.

Boulder Public Library Communication Plan



Objective

- Build a shared understanding of our patrons
- Bring focus and accuracy to decisions by developing personas
- Deliver messages that resonate with each persona unique needs

...to increase engagement and turn around declining trends.



Targeted events and milestones

- NoBo Grand Opening*
- Canyon Theater Re-Opening*
- Cafe Re-Opening*
- Maker Space at North and Main Re-Opening
- Regular Hours at the Carnegie Library*
- Jaipur Literature Festival

* Primary Programs

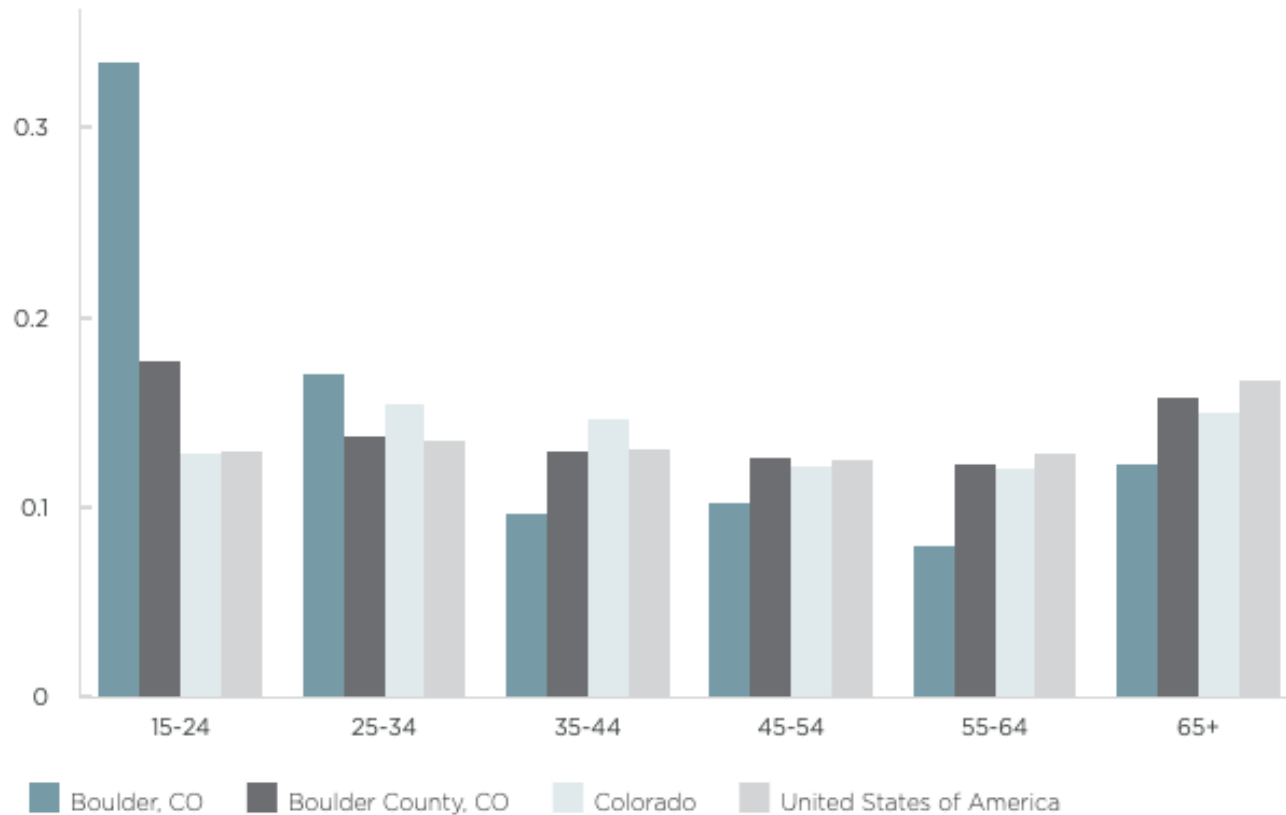
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Market Research

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About Boulder County

Age Distribution of Adults (15 years and over)



- Boulder County is very close to the U.S. in terms of age representation in all categories except 15-24.
- We can selectively use national data when targeting Boulder County by age.

[Source:](#) Colorado State Demography Office, Note Municipalities include only the portion within Boulder

Media Consumption

	TV	Radio	Print Publications	Digital
TOTAL	62%	52%	37%	86%
18 - 29	41%	37%	24%	89%
30 - 49	53%	52%	29%	90%
50 - 64	72%	62%	39%	86%
65+	85%	52%	55%	77%

- Television remains important, and new technologies make it targeted and cost-effective.
- Mobile first: Digital devices rank #1 in almost all groups.
- Despite falling numbers, print remains important for some key targets (65+)

[Source:](#) Pew Research Center News Platform Fact Sheet
We can selectively use national data when targeting Boulder County by age.

Media Consumption - Digital

	News Websites or Apps	Social Media	Podcasts
TOTAL	67%	49%	30%
18 - 29	59%	69%	41%
30 - 49	70%	55%	35%
50 - 64	72%	40%	26%
65+	63%	34%	17%

- Podcasts are a significant source for our younger targets.
- Social media, as a news source is less important for older targets.

Source: Pew Research Center Social Media Fact Sheet
 We can selectively use national data when targeting Boulder County by age

Media Consumption - Social Media

	AGES 18-29	30-49	50-64	65+
Facebook	67%	75%	69%	58%
Instagram	78%	59%	35%	15%
LinkedIn	32%	40%	31%	12%
Twitter (X)	42%	27%	17%	6%
Pinterest	45%	40%	33%	21%
YouTube	93%	92%	83%	60%
WhatsApp	32%	38%	29%	16%
Reddit	44%	31%	11%	3%
TikTok	62%	39%	24%	10%

- Instagram is critical for younger people, who tend to favor more visual media.
- Pinterest and LinkedIn should be considered as future additions.
- YouTube is important across nearly all audiences.
- Future Reddit participation should also be monitored.

[Source:](#) Pew Research Center Social Media Fact Sheet
 We can selectively use national data when targeting Boulder County by age

—

Personas

—

What are “personas”?

- User personas are **fictional representations** of your library's users, based on real data and insights.
- They help us understand their needs, preferences, behaviors, and design better services for them.
- They personify a group of people with similar goals and behaviors as a single individual, with personal details and engaging narrative.

Patron Personas

Persona	Definition
SILVER SAGES	65+
THE FOOTHILLS FAMILY	Living Together with Kids at Home
THE YOUNG AND THE RESTLESS	Teens / CU Students
THE INVISIBLE USER	Women w/o Kids or Older Kids
BARELY GETTING BY	Underserved / English as Second Language

SILVER SAGES



Who they are

- 65+ years old – nearly 34K in Boulder County
- Empty nester, retired or semi-retired

Statistics

- 27% of adults aged 65 to 74 live alone, and this percentage rose to around 43% for those aged 75 to 84. The trend continues to increase for those aged 85 and older.

Behaviors

- Currently, safety is a prominent concern. They need to maintain a sense of personal space to feel safe and relax.
- They tend to use resources like printers, computers and newspapers.
- Most likely, they are not aware of the library's alternative offerings and may desire multigenerational activities.
- They prefer a hands-on approach when it comes to learning new skills, preferably in a group with other elders.

Opportunities:

- Offer group classes where they can learn together. Make learning fun!
- Information on ageing, healthcare and nutrition and exercise-based activities.
- Support social connection through programs that foster discussion and relationships such as book groups, film discussions, crafts and volunteer opportunities.

Offerings:

- **Engage:** Gardening, Genealogy, Sewing/Knitting, Cooking, Book Groups, Volunteer Opportunities.
- **Entertain:** Culture Pass, Art Programs (Exhibitions), Download & Stream, Movie Screenings.
- **Educate/Service:** Cafe, Drop-In Tech Help, U-Fix-It for elders.

Media

- TV
- Facebook
- YouTube
- Print Media
- Direct Mail

THE FOOTHILLS FAMILY



Who they are

- Male and Female, age 25 – 45, Multicultural
- Living Together with Kids at Home

Behaviors

- This audience visits the library the most and they are “library lovers.”
- They desire entertainment and educational activities through story times, hands-on science activities and crafts.
- This audience is often not aware of the library’s alternative offerings and desires multigenerational activities.

Opportunities:

- Have school-age children learn together with after school programs, homeschool meetups complementing what children are learning in school.
- Father and son events / mother and daughter events where the family can learn together.

Offerings:

- **Engage:** All-ages Storytime, Printmaking, Infant Massage, BeeChicas, Hikes, Cooking, Hula Hoops.
- **Entertain:** Culture Pass, Art Programs (Exhibitions), Download & Stream, Family Concerts, Summer of Discovery, Movie Screenings.
- **Educate/Service:** Cafe, U-Fix-It, Brainfuse, Homework Help, Book-a-Bike, Therapy Dog Reading.

Media

- TV
- Facebook
- Instagram
- YouTube
- Pinterest

THE YOUNG AND THE RESTLESS



Who they are

- Teens and Adults under 25, and CU Students.

Behaviors

- This audience includes teens, adults under 25 and CU students.
- They use the library to relax after school and play video games / watch videos, seek a quiet place to study or access the library's free Wi-Fi on their devices.
- They rarely engage with staff.
- This audience is not typically aware of the library's alternative offerings.

Opportunities:

- Career exploration resources, podcast development.
- College pre, intro to credit cards and other type of financial education and life skill classes.

Offerings:

- **Classes:** Digital Den, D&D for Teens, BeeChicas, Hikes, Cooking, Hula Hoops, Movie Screenings.
- **Entertain:** Culture Pass, Art Programs (exhibitions), Download & Stream, Family Concerts, Teen Space.
- **Educate/Service:** Cafe, BVSD Students, Brainfuse, Boulder Teen Advisory Board, Creativebug, Research Tools, Test Prep, Book-a-Bike.

Media

- Instagram
- YouTube
- TikTok
- Spotify

THE INVISIBLE USER



Who they are

- Women w/o kids or older kids
- High Utilization but Low Engagement

Behaviors

- In-person visits are important. They value the library design (floor plan, layout, used materials, lighting, furnishings) which can impact their feeling of comfort and willingness to spend time at the library.
- Micro spaces are seeing as less safe and may impact their sense of safety which depends on the presence of others.
- May come alone or with friends and without children.
- In the library often, but limited interaction with staff, guests, events or activities.

Opportunities:

- Speed networking, clothing swaps, adult breakfast club.
- Virtual / in-person book groups.
- Home improvement classes, U-Fix-It for women.
- Learn a new language class.

Offerings:

- **Engage:** All-ages Storytime (if with children), Infant Massage, BeeChicas, Hikes, Cooking, Hula Hoops, Movie Screenings.
- **Entertain:** Culture Pass, Art Programs (exhibitions), Download & Stream, Concerts, Summer of Discovery.
- **Educate/Service:** Cafe, Drop-In Tech Help, Book-a-Bike, Udemy, U-Fix-It.

Media

- TV
- Facebook
- YouTube
- Pinterest

BARELY GETTING BY



Who they are

- Tend to be younger, less educated, use the library less
- Includes Latino, African and Korean Communities
- English as a second language, foreign-born, lower socioeconomic households, public housing groups

Behaviors

- They use libraries less, but those who do, appreciate them the most.
- They are less likely to know about the services offered and are less inclined to have a library card.
- When they visit the library, rarely engage with staff and may distrust the library as it is part of a government agency / low sense of belonging.
- Library users value a quiet and secure environment to spend time, read of study (71%) and free books and media (67%). However, they place less value on programs tailored for adults (45%).

Opportunities:

- Highlight the meeting rooms, study rooms and other spaces the library has to offer.
- Personal finance and life skill classes / career exploration.
- Aftercare programs.

Offerings:

- **Engage:** BoulderReads, Spanish Conversation Groups, BeeChicas, Cooking, International Bilingual Family Gathering, Genealogy.
- **Entertain:** Culture Pass, Art Programs (exhibitions), Movie Screenings, Download & Stream, family concerts.
- **Educate/Service:** BVSD Students, Brainfuse, Creativebug, High School Equivalency, Literacy Tutoring, Book-a-Bike, Citizenship Classes, Tech Help, Home Delivery Program

Media

- Facebook
- TikTok
- Outreach Organizations

Source: 2015-03-17_hispanics-libraries_FINAL.pdf (pewresearch.org)



Going forward...

- Communicate the values of the Library, not just a menu of events and services.
- Target to reach our primary personas, including areas where we can improve and test the addition of more media outlets (e.g., Pinterest).
- Remind the audience to think, “Check the Library First” vs. more expensive options.

Q & A



May 8, 2024

To: Boulder Public Library District Board of Trustees

From: David Farnan, Library Director
Jennifer Phares, Director of Business and Administration

Subject: Draft Annual Report Presentation

Overview:

Please see the attached Draft 2023 Annual Report Presentation which includes important statistics related to library operations for last year. Staff compiled and demonstrated the data in a method similar to when the library presented this information as a municipal department to the City of Boulder.

Question for the Board:

1. Does the Board of Trustees have further questions or input regarding the Annual Report Presentation (**Attachment A**)?
2. Is there any other specific information that the Board would like reported on an annual basis?

Boulder Public Library

2023

Annual Report

DRAFT

BOULDER
PUBLIC LIBRARY

HIGHLIGHTS

Director's Page



After more than 35 years, the North Boulder Library came out of the ground in 2023 and will officially open its doors in the summer of 2024. It is testament to the vision and persistence of so many community members and organizations that it would be impossible to name them all in this report. We are truly grateful and hope everyone experiences a sense of joy and pride at this milestone.

When you read this, most of the construction will be complete. The doors will likely be open. It is the first public building in all of North Boulder. The architecture is beautiful and thoughtful, and the building meets or exceeds all local guidelines for energy efficiency. It will continue all the excellent services the NoBo Corner library has provided for years. It will have considerably more books and programs, a makerspace, more places to sit, sizable public meeting rooms, BoulderReads adult and children literacy programs, and even a playground with a gigantic yellow slide.

But I think my favorite goal for the project is the one that Celine, our NoBo library manager, set some time ago; she wants everyone who enters the building to see a familiar face and feel welcome.

“Every person, organization, and even society reaches a point at which they owe it to themselves to hit refresh—to reenergize, renew, reframe, and rethink their purpose. If only it were so easy as punching that little refresh button on your browser.”

- Satya Nadella

After 116 years as a department of the City of Boulder, 2023 marked the transition of the Boulder Public Library to an independent library district.

In a way, it is similar to building a new building. But it has also felt a little like starting an organization from scratch: new governance structure, new laws, new Board of Trustees, new charter, new boundaries, new IT system, new HRIS, new finance, new payroll, new insurance, and more. It felt very much like the library work we were familiar with.

I am pleased to report that 95% of the transition was completed in 2023. All the staff came with us, along with all the books, programs, puppets, legos, furniture, and what have you. We closed for only three days to switch out all the computer hardware and software to set up a new network. The remaining changes were completed in the first quarter of 2024, and we have begun to hire new staff. We have also built a work plan to commence every one of our 2018 – 2028 strategic planning goals.

This year will see NoBo open, followed by renewed investment in the Canyon Theater, Carnegie Library for Local History, Library Café, BLDG61, our BoulderReads literacy and outreach strategic plan, and opening a library in Gunbarrel.

Along the way, we will double our investment in maintaining and upgrading our current buildings to be greener and more efficient. We have increased the resources we devote to purchasing books, ebooks, and other media by 60%. We have also increased funding for the security and cleaning of our buildings.

None of this would have been possible without community support, staff resilience, innovation, and the tireless devotion of hardworking volunteers. Unbeknownst to most folks who walk through our doors, volunteers comprise about 10% of our workforce. In 2023, 710 volunteers contributed more than 16,200 hours of talent to the library. They do everything from reading to children, capturing oral histories, answering technology questions, teaching citizenship classes, tutor adults learning English, to helping produce programs and festivals. And finally, library volunteers govern our institution.

Library staff and I wish to extend a huge and heartfelt thanks to all the inaugural Boulder Public Library District Board of Trustees: Joni Teter, Benita Duran, Sam Fuqua, Cara O'Brien, Sylvia Wirba, Jenn Yee, and Doug Hamilton.

These seven volunteers, appointed by the Boulder City Council and the Boulder County Commission and seated in May of 2023, contributed nearly 700 hours of precious time, talent, thoughtfulness, and an immeasurable amount of reading, listening, and honest debate in putting together and approving the guiding documents, bylaws, policies, manuals, and budget which created the Boulder Public Library District and gave it the structure to run.

Thank you and enjoy reading our 2023 Annual Report.

David Farnan, Library Director

HIGHLIGHTS

ATTACHMENT A

Programs

BY THE NUMBERS

45

Pounds of food donated from the Edible Learning Garden to EFAA.

1,036

Kids completed a scavenger hunt at Reynolds and were awarded prizes.

100

Cyclists of all ages decorated their bikes for the Alebrije Bike Parade at NoBo.

125

People learned how to sew at Sewing Revolution in the library makerspace.

180

People attended the Solar Eclipse Viewing Party at Meadows on October 14, 2023.

133

People interacted with baby goats at the Meet and Bleat: Goats at the Library June 2023.

35

People took part in the OBOB Book Circle Leader Training and 23 active groups were formed.

200

People explored telescopes, sun spotters, and did science experiments at the Mobile Earth & Science Observatory in February 2023.



HIGHLIGHTS

Programs

SUMMER OF DISCOVERY



3,618

Participants

1,405

Volunteer hours

Minutes read

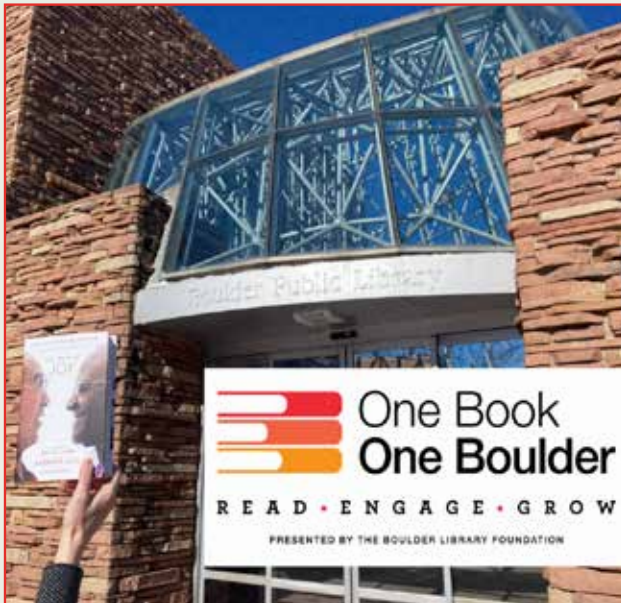
2,152,278

- 2,138 out of 3,618 participants successfully completed the challenge, resulting in a completion rate of 60%.
- **Volunteers gave 1,405 hours of service!** These volunteers registered participants online and handed out prizes during the program.
- 2,152,278 minutes read by participants cumulatively during the summer.

HIGHLIGHTS

Programs

ONE BOOK ONE BOULDER



The 2023 One Book One Boulder (OBOB) selection was the “**Book of Joy**.” As pandemic restrictions continued to ease, the library shifted all programming, including the final author talk, to in-person.

- For the first time, the OBOB selection was **available in Spanish**.
- **35 people** took part in the training to become a book circle leader and **23 active groups** formed.
- **Total circulation was 828**.
- **1,055 people attended** OBOB programs, a 31% increase over the 733 program attendees in 2021.

2023 was the first time ever OBOB was able to offer an in-person author talk, bringing back events to the Canyon Theater! **Douglas Abrams** gave an inspiring talk, followed by a conversation and audience Q&A.

Approximately **175 people attended** this event, which was filmed by Channel 8.



“It was a very uplifting and deep discussion - thank you/the group who selected this book for a perfect choice.”

HIGHLIGHTS

Programs

BOULDERREADS

LITERACY FOR ALL



Three sessions of the Reading Buddies supported 40 Little Buddies.

In 2023, **BoulderReads** began hiring for expansion into 2024. New hires included a general program manager and a children's literacy coordinator for the Reading Buddies program. Their enthusiasm and support are enhancing program accessibility. Also, a new **Literacy & Outreach Strategic Plan** was introduced, guiding our future programs.

- **46 active adult learners** and volunteers participated in the **One-on-One Literacy Tutoring program**.
- **140 new learners** participated in the **Conversation in English groups online and in person**. **Nine volunteers** gave **925 hours** of service.
- **Four learners** graduated from the **Career Online High School** with a full scholarship and **five more** enrolled.

4



JAIPUR LITERATURE FESTIVAL

Jaipur Literature Festival Colorado literary event brought internationally acclaimed authors, speakers, and musicians to Boulder. More than 2,800 visitors enjoyed meeting presenters from around the world and attending free lectures, workshops, and concerts.

HIGHLIGHTS

NEW NORTH BOULDER LIBRARY



5

In 2023, construction commenced on the new North Boulder Library, symbolizing our commitment to community enrichment and education. This modern architectural building, spanning approximately **11,000 square feet**, will serve as a vibrant hub of knowledge, culture, and connectivity.

Expected to reach completion by mid-2024, the facility will have **two meeting rooms**, an **indoor/outdoor makerspace**, a **playground**, and will house **BoulderReads offices, classrooms, and study rooms**.

HIGHLIGHTS

DISTRICT TRANSITION

- The Boulder Public Library District (BPLD) became official as of January 1, 2023.
- Seven community members who reside within the district were appointed to the BPLD Board of Trustees.
- The Board worked in collaboration with City of Boulder staff members and the Boulder County Board of County Commissioners to negotiate Intergovernmental Agreements for the transfer of city library services to the district.
- Simultaneously, the board hired David Farnan to continue as Library Director and began planning and setting up the infrastructure for transferring library staff and assets to the district, which occurred on January 1, 2024.



The promises made by the newly-created board and leadership team were:

- Address the facilities maintenance backlog.
- Restore library hours to pre-COVID 19 pandemic levels.
- Restore Carnegie Library for Local History staff positions and resume open hours.
- Restore staff positions for BLDG61 makerspace.
- Increase staff to support programs and rental of the Canyon Theater.
- Expand the BoulderReads family literacy program.
- Open a Gunbarrel Corner Library.
- Expand early literacy and outreach programs to Latinx community members.

HIGHLIGHTS

Volunteers

710 volunteers
gave 16,228 hours,
a value of \$516,050.

710
Volunteers

\$516,050
Value

But the numbers only tell part of the story. The efforts of our volunteers are far reaching. Their energy, ideas, and passion have an invaluable, positive impact in our community! The library is very grateful for their dedicated service.

16,228
Service hours



7

Summer of Discovery: 88 teen volunteers and 15 adult volunteers gave 1,405 hours to register patrons in summer reading and activity challenges.

Jaipur Literature Festival (JLF):

108 volunteers supported local and international authors and participants to promote literature and the free exchange of ideas and information.

*“Through **BoulderReads** tutoring program, **45 tutors** gave over **3,600 hours** in training, preparation, and instruction. As a result, learners became citizens, started small businesses, bought homes, received high school diplomas, and more.”*

Conversations in English: Volunteer facilitators gave 925 hours to lead online and in-person conversation sessions six days a week.

HIGHLIGHTS

Circulation & Use

552,408

Visitors across
all locations

1,500,289

Total check outs or
borrows including
physical and digital
formats

1,028,120

Physical item check outs
or borrows

472,169

Digital formats and
database use (Overdrive,
Kanopy, and research/
creative databases)

444,261

Check outs or borrows of
children's materials

HIGHLIGHTS

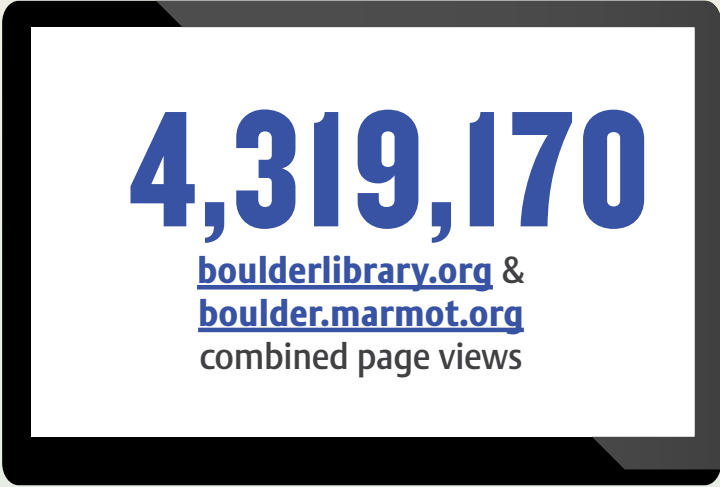
Library Resource Use

MEETING & STUDY ROOMS

21,247
HOURS

874 individual users made 11,422 reservations to use the library meeting and study rooms. This equates to 21,247 hours of meeting and study room use!

9



WEBSITE

BPL NEWSLETTER

54,716 NEWSLETTER
SUBSCRIBERS

HIGHLIGHTS

Financials

2022 Approved Budget Sources

BPLD Property Tax	\$18,020,924
BPLD One-time/Capital	\$945,000
Total	\$18,965,924

City of Boulder Grant Funds for North Boulder Branch Library Construction	\$175,000
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2022 Actual Expenditures

Personnel	\$6,353,488
Library Materials and Resources	\$1,097,424
Other Operating Costs	\$4,608,936
Capital	\$767,405
Total	\$12,827,253

City of Boulder North Boulder Branch Library Capital	\$7,036,842
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Budget Information

Noteworthy Budget Information

- The Boulder Public Library District received the first property tax revenues in 2023.
- The City of Boulder managed library staff and expenditures from the City's General Fund.
- The Boulder Public Library District will repay the City of Boulder all 2023 operating and internal service costs in 2024.
- The City of Boulder continued project and capital budget management for the new north Boulder branch library project.

HIGHLIGHTS



BOULDER LIBRARY FOUNDATION

The Boulder Library Foundation increases funding for services that help the people of Boulder develop and grow by raising money, increasing awareness, advocating for the library, and encouraging community involvement.

150

New donors

371

Total donors

\$324,000

Raised, including \$119,000 for the new North Boulder Library capital campaign.

\$23,000

Spent on direct programming, including six free live music performances, monthly midday music meditations, and three short story dispensers.

Granted to the library for programs and capital construction projects in 2023.

4,151

Newsletter subscribers, a 14% increase.

\$377,000

Learn more about the foundation or donate by visiting boulderlibraryfoundation.org.

BOULDER PUBLIC LIBRARY

boulderlibrary.org

Meeting Room and Study Room Policy

[Reserve a Meeting or Study Room](#)

Boulder Public Library District provides open access to all forms of educational, cultural and recreational information including ideas and the free expression of all points of view. In keeping with these principles, Boulder Public Library District provides meeting spaces for members of the local community to present and exchange views on subjects of all kinds.

Meeting and study rooms are available at no charge to all nonprofit, community and for-profit business groups, regardless of their beliefs or affiliations. Granting permission to use library facilities does not constitute endorsement by the Boulder Public Library District, its staff, or the Library Board of Trustees. No advertisement or announcement implying such endorsement is permitted.

Meetings, workshops, and events scheduled to occur in the library, which are not co-organized by library staff and community partners, are not eligible to receive promotional or other support from library staff, or to use resources beyond the provision of the room and access to the equipment and furniture in the room. Please include the following statement on any/all promotional materials, including, but not limited to, signs/posters, flyers/mailings, press releases, online promotions, etc.: “This event is not sponsored or endorsed by Boulder Public Library District. For more information, please contact [insert your organization’s contact information]. Access to free meeting rooms is a service of Boulder Public Library District.”

Meeting and Study Room Guidelines

Meeting and study rooms are provided during the library’s operating hours and are available for reservation and use by patrons after library ~~and arts~~ programs, events or meetings, or library ~~and arts~~-sponsored programs and events are scheduled. Reservations can be made online or by contacting library staff.

Meeting Rooms

- Rooms may be reserved for groups of five people or more.
- Groups are permitted to make reservations up to 16 hours per month. Set up and clean-up time must be included within the reservation time.
- Rooms may be booked up to 16 weeks in advance.
- Meeting rooms may be reserved by patrons 14 years or older. Patrons under 14 years of age using the meeting rooms must have an adult sponsor who reserves the room and is present during the scheduled meeting.
- The audiovisual equipment available in each room is [listed here](#). Groups must provide their own laptop computer or electronic devices and are advised to bring their own HDMI or VGA cable and adaptors to connect to the meeting room equipment. The library offers HDMI or VGA cables and other adaptors for checkout as available. All technical support is the responsibility of the group. If assistance is needed to connect to the audiovisual equipment provided, a basic training session may be scheduled with a library staff member prior to the meeting.
- Groups may supply and serve refreshments in accordance with the [Library Rules of Conduct](#).
- Detailed [meeting room information](#), including capacity and equipment.

Study rooms

Study rooms at the Main Library, George Reynolds, Meadows, and NoBo Branch Libraries are available for drop-in use or by reservation. Reservations for two hours per day can be made online or by contacting library staff. Reservations can be made up to three weeks in advance. Persons of any age are eligible to make a reservation. **Detailed [study room information](#)**, including capacity.

Cancellations

Please cancel meeting or study room reservations you no longer need 24 hours prior to the reserved time. Reservations are considered forfeited if the individual or group does not show up within 15 minutes after the reservation time. Please refer to the email confirmation if you need to cancel a reservation for a study room or meeting room. If you no longer have your confirmation, please call the library to cancel your reservation.

The library reserves the right to cancel programs as needed for a conflict with a library program or any weather, health, or safety-related issue.

Terms of Use:

1. The [Library Rules of Conduct](#) apply to all persons using any meeting or study room.
2. Groups must limit attendees to the posted room capacity for safety purposes.
3. Groups must adhere to the reservation time permitted per month in the meeting room guidelines above.
4. Meetings must be held during the library facilities [operating hours](#). Meetings, including clean up time, must conclude ten minutes before the facility closing time.
5. Organizers are responsible for cleaning and straightening the meeting room after use and for returning furniture and equipment as it was found unless the organizer has made prior arrangements agreed to by staff.
6. All trash and recyclable items must be deposited in the proper receptacles.
7. Event materials may be posted or distributed at the meeting room entrance or on the designated community bulletin board only.
8. Events must be free of charge. Attendees may be invited to donate to the individual or organization online only. Ticket sales or donations required for attendance are not permitted.
9. Books are the only items permitted for sale during events. The organizer is responsible for all transactions, licensing requirements, sales and use tax reporting and payments.
10. No storage is provided for groups using the library, and the library is not responsible for anything left in the building.
11. Movies shown or recordings played must have the appropriate public performance rights. Obtaining the license and all applicable fees are the responsibility of the group. Proof of public performance rights shall be provided to the library manager prior to the event date.
12. The library is a public space. In accordance with the mission, groups are encouraged to use the meeting rooms. If the meeting is not advertised as being "open to the public," groups using the meeting rooms have the right to limit attendance. However, library staff members cannot be expected to enforce or ensure the privacy of any meeting.

Boulder Public Library District, at its sole discretion, reserves the right to revoke meeting or study room reservations and privileges at any time or to refuse future bookings to groups that historically fail to appear on scheduled meeting dates or who do not abide by the meeting room terms of use or library rules of conduct. The library reserves the right to take photographs of events for its own records and for future promotional materials.

Adopted by the Boulder Public Library District Board of Trustees, June XX, 2024.

Meeting Room and Study Room Policy

[Reserve a Meeting or Study Room](#)

Boulder Public Library [District](#) provides open access to all forms of educational, cultural and recreational information including ideas and the free expression of all points of view. In keeping with these principles, Boulder Public Library District provides meeting spaces for members of the local community to present and exchange views on subjects of all kinds.

Meeting and study rooms are available at no charge to all nonprofit, community and for-profit business groups, regardless of their beliefs or affiliations. Granting permission to use library facilities does not constitute endorsement by the Boulder Public Library District, its staff, or the Library [Board of Trustees Commission](#). No advertisement or announcement implying such endorsement is permitted.

Meetings, workshops, and events scheduled to occur in the library, which are not co-organized by library staff and community partners, are not eligible to receive promotional or other support from library staff, or to use resources beyond the provision of the room and access to the equipment and furniture in the room. Please include the following statement on any/all promotional materials, including, but not limited to, signs/posters, flyers/mailings, press releases, online promotions, etc.: “This event is not sponsored or endorsed by Boulder Public Library District. For more information, please contact [insert your organization’s contact information]. Access to free meeting rooms is a service of Boulder Public Library District.”

Meeting and Study Room Guidelines

Meeting and study rooms are provided during ~~the library’s operating regular business~~ hours and are available for reservation and use by patrons after library ~~and arts~~ programs, events or meetings, or library ~~and arts~~-sponsored programs and events are scheduled. Reservations can be made online or by contacting library staff.

Meeting Rooms

- Rooms may be reserved for groups of five people or more.
- Groups are permitted [to make](#) reservations up to ~~16~~ [8](#) hours per month. Set up and clean-up time must be included within the reservation time.
- Rooms may be booked up to ~~24~~ [16](#) weeks in advance.
- Meeting rooms may be reserved by patrons 14 years or older. Patrons under 14 years of age using the meeting rooms must have an adult sponsor who reserves the room and is present during the scheduled meeting.
- The audiovisual equipment available in each room is [listed here](#). Groups must provide their own laptop computer or electronic devices and are advised to bring their own HDMI or VGA cable and adaptors to connect to the meeting room equipment. The library offers HDMI or VGA cables and other adaptors for checkout as available. All technical support is the responsibility of the group. If assistance is needed to connect to the audiovisual equipment provided, a basic training session may be scheduled with a library staff member prior to the meeting.

- Groups may supply and serve refreshments in accordance with the [Library Rules of Conduct](#).
- Detailed [meeting room information](#), including capacity and equipment.

Study rooms

Study rooms at the Main Library, George Reynolds, ~~and Meadows,~~ ~~and NoBo Branch~~ Libraries are available for drop-in use or by reservation. Reservations for two hours per day can be made online or by contacting library staff. ~~Advanced reservations are accepted for a two-hour time limit per day.~~ Reservations can be made up to three weeks in advance. Persons of any age are eligible to make a reservation. Detailed [study room information](#), including capacity.

Cancellations:

Please cancel meeting or study room reservations you no longer need 24 hours prior to the reserved time. Reservations are considered forfeited if the individual or group does not show up within 15 minutes after the reservation time. Please refer to the email confirmation if you need to cancel a reservation for a study room or meeting room. If you no longer have your confirmation, please call the library to cancel your reservation.

The library reserves the right to cancel programs as needed for [a conflict with a library program or](#) any weather, health, or safety-related issue.

Terms of Use:

1. The [Library Rules of Conduct](#) apply to all persons using any meeting or study room.
2. Groups must limit attendees to the posted room capacity for safety purposes.
3. Groups must adhere to the reservation time permitted per month in the meeting room guidelines above.
4. Meetings must be held during the library ~~facility's~~[facilities operating hours](#). Meetings, including clean up time, must conclude ten minutes before the facility closing time.
- ~~5. Groups using the rooms are responsible for arranging the room to meet their needs and for cleaning and straightening the room after use. Organizers are responsible for cleaning and straightening the meeting room after use and for returning furniture and equipment as it was found unless the organizer has made prior arrangements agreed to by staff.~~
- ~~5.~~
6. All trash, ~~and~~ recyclable ~~and compostable~~ items must be deposited in the proper receptacles.
- ~~7. The library manager or designated staff member may grant permission for groups to post or distribute materials outside of the meeting room. Event materials may be posted or distributed at the meeting room entrance or on the designated community bulletin board only.~~
- ~~7.~~
- ~~8. The event organizer must secure permission from the library manager to accept donations, charge fees or admission, or to sell items or services in advance of the event. Events must be free of charge. Attendees may be invited to donate to the individual or organization online only. Ticket sales or donations required for attendance are not permitted.~~
- ~~9. Books are the only items permitted for sale during events. The organizer is responsible for all transactions, licensing requirements, sales and use tax reporting and payments.~~
- ~~8.~~
- ~~9.~~10. No storage is provided for groups using the library, and the library is not responsible for anything left in the building.

- ~~10.11.~~ Movies shown or recordings played must have the appropriate public performance rights. Obtaining the license and all applicable fees are the responsibility of the group. Proof of public performance rights shall be provided to the library manager prior to the event date.
- ~~11.12.~~ The library is a public space. In accordance with the mission, groups are encouraged to use the meeting rooms. If the meeting is not advertised as being “open to the public,” groups using the meeting rooms have the right to limit attendance. However, library staff members cannot be expected to enforce or ensure the privacy of any meeting.

Boulder Public Library District, at its sole discretion, reserves the right to revoke meeting or study room reservations and privileges at any time or to refuse future bookings to groups that historically fail to appear on scheduled meeting dates or who do not abide by the meeting room terms of use or library rules of conduct. The library reserves the right to take photographs of events for its own records and for future promotional materials.

Adopted by the Boulder Public Library District Board of Trustees, June XX, 2024.

Recurring Programs and Events Policy

[En Español](#)

Boulder Public Library District (BPLD) offers a limited number of recurring opportunities for programs and events that bring value to the community and are aligned with BPLD's mission. Recurring programs and events are defined as the library hosting programs in library facilities that are coordinated by an outside entity and are supported or co-organized by the library.

Terms and Conditions

Organizations presenting recurring programs or events shall observe the following terms and conditions.

1. Program or event organizers, presenters, and attendees must comply with the [Library Rules of Conduct](#) and the Terms of Use for [meeting room](#)^(PDF). Organizations may make verbal requests for donations and must direct attendees to contribute directly to the organization's website or mailing address. Donation boxes or soliciting and collecting donation requests in library facilities are not permitted.
2. Organizers may only post or distribute materials at the door of the venue or on the community bulletin board.
3. The program or event shall be designed to be accessible to attendees with special needs to the degree that is possible.
4. Any communications about the recurring program or event must be approved by BPLD staff prior to release of those materials. Inclusion of the BPLD logo or the phrase "In Collaboration with the Boulder Public Library District" may be requested by the library on printed materials. Program or event communications includes all marketing materials, press releases, web pages, calendar listings, advertisements, etc.
5. Organizers must inform BPLD staff at PR@boulderlibrary.org of any media inquiries or when television, radio, web- or print-media interviews are scheduled, and/or when the media reports are expected to be released.
6. Organizers shall report the number of attendees after the end of the program or event. Additional information requested by BPLD, such as press clippings, marketing collateral, and a narrative about the success of the program or event in addressing the standards outlined in the Evaluation Criteria below, shall be provided by the Organizers within ten business days of such request.

Failure to abide by these general terms and conditions may result in the withdrawal of the recurring program and forfeiture of the opportunity for the organization to apply for a recurring program in the future. Boulder Public Library District, at its sole discretion, reserves the right to revoke a recurring program or event at any time.

Recurring Program and Event Evaluation Criteria

Proposals for recurring programs and events are evaluated based on the following criteria:

- Alignment with the [BPLD Mission Statement](#).
- Potential to appeal to a diverse audience of a significant number of community members.
- Programs or events that meet the above criteria and are free and open to the public.

The following program or event categories are not eligible for recurring programs and events:

- Political campaigns, including programs or events that intend to influence the passage or defeat of ballot issues, city ordinances, or to promote candidates for political office.
- Religious programs that promote a single religious viewpoint over that of others.
- Content that advocates violence or intolerance.
- Content that advocates the violation of Municipal, State, or Federal laws.

Benefits Recurring of Programs and Events

When a program or event is accepted as a recurring program or event, BPLD, at its discretion, may provide one or more of the following:

- Priority scheduling of library facilities.
- Promotion on the [library calendar](#).

Application Process

Organizations may apply for for recurring programs or events that take place in a library meeting room annually. The organization must re-apply for each subsequent year. The application forms are linked here from **May 1 – 15 and November 1 – 15**.

Recurring Programs Application

Recurring programs are defined as programs scheduled at regular intervals over a long period of time. For example, daily, weekly, or monthly meetings are considered recurring. Several events in a limited series held over a few days (e.g. festival or convention) are not considered recurring and may be reserved using the [meeting room reservation system](#).

Organizers of recurring programs or events are asked to review the Terms of Use in the [Meeting Room Policy](#) and to provide the following:

- A name and email for one lead contact person.
- A brief description of the programs.
- A twelve-month commitment with monthly dates, times and locations. Partial-year sponsorships will not be granted. Organizers should review the [library calendar](#) for date/time availability before applying.
- An estimated monthly attendance number in the application.
- Up to date program and event information for the library calendar. Organizers should monitor their program or event information on the library calendar to ensure it is accurate.

Rescheduling or Cancellation

- The organizers are responsible for rescheduling all meetings due to library closures or other reasons. Please use the [meeting room reservation system](#). For assistance, call 303-441-3100 or speak to a staff member at an accounts desk for assistance.
- For cancellations with less than 48-hours notice, please call 303-441-3100.

Adopted by the Boulder Public Library District Board of Trustees, June XX, 2024.

Recurring Programs and Events ~~Sponsorship~~ Policy

[En Español](#)

Boulder Public Library [District](#) (BPLD) offers a limited number of [sponsorship recurring](#) opportunities for programs and events that bring value to the community and are aligned with BPLD's mission. [Sponsorship Recurring programs and events](#) ~~is are~~ defined as the ~~L~~ibrary hosting ~~of~~ programs in library facilities that are coordinated by an outside entity and are supported or co-organized by the ~~L~~ibrary.

~~There are two types of sponsorship available:~~

- ~~1. [Theater Sponsorships](#) for one-time events, and~~
- ~~2. [Meeting Room Sponsorships](#) for recurring programs.~~

Terms and Conditions

Organizations presenting ~~library-sponsored recurring~~ programs or events shall observe the following terms and conditions.

- ~~1. Program or event organizers, presenters, and attendees must comply with the [Library Rules of Conduct](#) and the Terms of Use for ~~the applicable venue: [meeting room](#), [Canyon Theater](#)~~.~~
- ~~2.1.~~ Organizations may make verbal requests for donations and must direct attendees to contribute directly to the organization's website or mailing address. Donation boxes or soliciting and collecting donation requests in library facilities are not permitted.
- ~~3.2.~~ Organizers may [only](#) post or distribute materials at the door of the venue or on the community bulletin board.
- ~~4.3.~~ The program or event shall be designed to be accessible to attendees with special needs to the degree that is possible.
- ~~5.4.~~ Any communications about the [sponsored recurring](#) program or event must be approved by BPLD staff prior to release of those materials. Inclusion of the BPLD logo or the phrase "[In Collaboration with Sponsored by the Boulder Public Library District](#)" may be requested by the library on printed materials. Program or event communications includes all marketing materials, press releases, web pages, calendar listings, advertisements, etc.
- ~~6.5.~~ Organizers must inform BPLD staff [at PR@boulderlibrary.org](mailto:PR@boulderlibrary.org) of any media inquiries or when television, radio, web- or print-media interviews are scheduled, and/or when the media reports are expected to be released.
- ~~7. All events occurring in the Canyon Theater require a BPL staff member in attendance.~~
- ~~8.6.~~ Organizers shall report the number of attendees after the end of the program or event. Additional information requested by BPLD, such as press clippings, marketing collateral, and a narrative about the success of the program or event in addressing the standards outlined in the [Review Evaluation Criteria below of Sponsorship Proposals](#), shall be provided by the Organizers within ten business days of such request.

Failure to abide by these general terms and conditions may result in the withdrawal of ~~sponsorship~~[the recurring program](#) and forfeiture of the opportunity for the organization to apply for

~~sponsorship~~ recurring program -in the future. Boulder Public Library District, at its sole discretion, reserves the right to revoke ~~sponsorship of a~~ recurring program or event at any time.

~~Sponsorship Proposal~~ Recurring Program and Event Evaluation Criteria

Proposals for ~~sponsored~~ recurring programs and events are evaluated based on the following criteria:

- Alignment with the ~~BPL Mission~~ BPLD Mission Statement.
- Potential to appeal to a diverse audience of a significant number of community members.
- Programs or events that meet the above criteria and are free and open to the public.

The following program or event categories are not eligible for ~~sponsorship~~ recurring programs and events:

- Political campaigns, including programs or events that intend to influence the passage or defeat of ballot issues, city ordinances, or to promote candidates for political office.
- Religious programs that promote a single religious viewpoint over that of others.
- Content that advocates violence or intolerance.
- Content that advocates the violation of Municipal, State, or Federal laws.

Benefits ~~for Sponsored~~ Recurring of Programs and Events ~~(meetings)~~

When a program or event is accepted ~~for sponsorship as a recurring program or event~~, BPLD, at its discretion, may provide one or more of the following:

- Priority scheduling of library facilities.
- Promotion on the library calendar.
- ~~The base rental fee for Canyon Theater may be waived as an in-kind donation. Use of the Canyon Theater requires a Library staff member to be present. The organizer will be charged a \$30/hour fee for staff time and additional fees as applicable.~~

~~Application Process~~

~~Canyon Theater Sponsorship~~

~~The theater reservation system is in the process of being updated. Please check back for booking updates and increased availability.~~

~~Meeting Room Sponsorship~~ Application Process

Organizations may apply for [sponsorship](#) for recurring programs or events that take place in a library meeting room annually. The organization must re-apply for each subsequent year. The application forms are linked here from **May 1 – 15 and November 1 – 15**.

Recurring Programs Application

Recurring programs are defined as programs scheduled at regular intervals over a long period of time. For example, daily, weekly, or monthly meetings are considered recurring. Several events in a limited series held over a few days (e.g. festival or convention) are not considered recurring and may be reserved using the [meeting room reservation system](#).

Organizers of ~~sponsored~~, recurring programs or events are asked to review the Terms of Use in the [Meeting Room Policy](#) and to provide the following:

- A name and email for one lead contact person.
- A brief description of the programs.
- A twelve-month commitment with monthly dates, times and locations. Partial-year sponsorships will not be granted. Organizers should review the [library calendar](#) for date/time availability before applying.
- An estimated monthly attendance number in the [sponsorship](#) application.
- Up to date program and event information for the library calendar. Organizers should monitor their program or event information on the library calendar to ensure it is accurate.

Rescheduling or Cancellation

- The organizers are responsible for rescheduling all meetings due to library closures or other reasons. Please use the [meeting room reservation system](#). For assistance, call 303-441-3100 or speak to a staff member at an accounts desk for assistance.
- For cancellations with less than 48-hours notice, please call 303-441-3100.

Adopted by the Boulder Public Library District Board of Trustees, ~~December 12, 2023~~ [June XX, 2024](#).

Daily Camera

Local News

Changes on the horizon for Boulder Library District makerspace



Celeste Marino uses a sewing machine on Wednesday at BLDG 61 Makerspace inside the Boulder Public Library. (Cliff Grassmick/Staff Photographer)



By [AMBER CARLSON](#) | acarlson@prairiemountainmedia.com

PUBLISHED: May 8, 2024 at 5:48 p.m. | UPDATED: May 8, 2024 at 5:54 p.m.

Fans of the Boulder Public Library District's [BLDG 61 Makerspace](#) can look forward to expanded studio time and new spaces for creating in the not-too-distant future. Located in the north building at the main Boulder library branch at 1001 Arapahoe Ave., [BLDG 61 bills itself as](#) a “free community workshop dedicated to hands-on

learning and the cultivation of purposeful experiences through making.” Members of the public can use numerous pieces of industrial equipment, such as woodworking tools and laser cutters, free of charge at BLDG 61.

The 8-year-old makerspace has become so popular that studio appointments typically book up within minutes after they’re posted. The library district has confirmed it plans to hire several more staff members at BLDG 61 to meet community demand for more studio time.



Robby Holb sands down part of a bookshelf piece on Wednesday at BLDG 61 Makerspace. (Cliff Grassmick/Staff Photographer)

In addition, the library district will open a new makerspace called Studio 24 this summer at the nearly-finished [North Boulder Branch Library](#) at 4500 13th St. In contrast with the industrial equipment at BLDG 61, Studio 24 will host studio spaces and workshops centered around more art-focused topics, such as fiber art and printmaking.

Jess Rainy, makerspace manager for the library district, said this summer will be a “time of huge expansion” for the makerspaces.

“Ultimately, we’re really hoping to welcome more community members into both the makerspaces. So, as soon as we can, with additional staffing, we would love to see people from all walks of life come in, use these spaces and engage in creative work,” she said.

According to Rainy, the library district has already hired two new staff members for BLDG 61 and plans to hire several more. But Rainy emphasized that expanded studio availability there will probably not come until after Studio 24 is finished and open to the public, likely in July. The new North Boulder Branch Library is expected to open by late June.

When Studio 24 opens, the library district wants to have an array of workshops, classes and other programming already on the books so creators can learn the skills they’re most interested in and get guidance on their projects.

And by later this year, Studio 24, which has a garage door that opens to the outside, will also have an “outdoor makerspace.” Rainy said that area will be available for fiber dyeing, metalworking and other “messier” projects that can be done in an outdoor plaza.

“We hear the community demand, and we’re really excited to be able to meet it and offer new things as soon as we’re able to,” she said.

David Farnan, director of the new taxpayer-funded Boulder Public Library District, said other library districts have been operating makerspaces for decades. The Boulder library district embraces a goal of increasing all types of literacy, and makerspaces help accomplish that, he said.

“The primary one, really, is technological literacy, and giving people the tools and skills that they need in a 21st-century environment,” said Farnan.

MEMORANDUM

TO: Boulder Public Library District

FROM: Seter, Vander Wall & Mielke, P.C.; Kim J. Seter, Esq.

DATE: May 10, 2024

RE: Legal Status Report for the May 14, 2024 Trustees' Meeting

Executive Session Regarding Personnel Matter

Task: We have been asked to prepare the notice and motion for an executive session on a personnel matter and further discussions of the Executive Director Contract to be signed in June.

Status: Proposed Motion:

I move the Board move into executive session to discuss personnel matters as allowed by Section 24-6-402 (4) (f) and contract negotiations as allowed by Section 24-6-402 (4) (e).

The board may enter executive session upon approval of 2/3 of the Trustees present.

Action: No additional action required.

Gunbarrel Branch Library Lease

Task: Review and revise Gunbarrel Lease.

Status: A final draft lease is attached for your approval.

Action: Proposed Motion:

I move the Board accept and enter into the BNR Farms, LLC lease proposal for 6500 Lookout Road and 0 Lookout Road to be developed as the Gunbarrel Branch Library.

Transition Process for Administrative Work-Ongoing Matter

- Task:** Transition minutes, notices, agenda preparation, records management etc. to BPLD personnel.
- Status:** Archives and other matters will be transitioned as capacity warrants.
- Action:** None required.
-

Additional Projects Underway

- a. Policy and procedure reviews
- b. Redrafts of assigned contracts

BOULDER LIBRARY
BUILDING LEASE BY AND
BETWEEN

BNR Farms LLC,
by Midwest Trust Company, as
Manager ("Landlord")

AND

BOULDER PUBLIC LIBRARY
DISTRICT
("Tenant")

FINAL DRAFT

BASIC LEASE PROVISIONS

THIS SUMMARY OF BASIC LEASE PROVISIONS (the "Basic Lease Provisions") is set forth for the convenience of the Parties. In the event of any conflict, inconsistency or ambiguity between the Basic Lease Provisions and the attached Office Building Lease ("Lease"), the attached Lease shall govern.

A. **Landlord:** "Landlord" means BNR Farms, LLC by Midwest Trust Company as Manager which will hereinafter be referred to as BNR Farms.

Landlord's Address for Notice:

BNR Farms, LLC
c/o Midwest Trust Company
507 Canyon Blvd., Suite 100
Boulder, Colorado 80302

Copy to:

Russell Bean
Russell K Bean PC, LLC
16890 E. Alameda Pkwy, #471985
Aurora, CO 80047

B. **Tenant:** "Tenant" means Boulder Public Library District

Tenant's Address for Notice:

Boulder Public Library District
1001 Arapahoe Avenue
Boulder, CO 80302
Attn: David Farnan, Director

Copy to:

Seter, Vander Wall & Mielke, PC
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 8011
Attn: Kim J. Seter, Esq.

C, _____ Premises: The Premises are described in Article I, Section A of the Lease. It includes the two lots, a vacant former bank building and the right to use access ways for ingress and egress.

D. **Lease Term:** The "Lease Term" is sixty (60) full calendar months, with one (1) option to renew for five (5) years, as more particularly described in Article II Term.

E. Rent: "Base Rent" is \$150,000.00 annually, due in monthly installments of \$12,500.00 on the first day of each month and is exclusive of additional rent and other sums and charges to be paid by Tenant under this Lease.

F. Security Deposit: The Security Deposit is \$25,000.00 and is equal to two month's Base Rent.

G. Personal Property: Furniture and other personal property listed in the attached Personal Property attachment shall remain for the use of Tenant during the Lease Term.

H. Rent Commencement Date is the earlier of (i) one business week from the day Tenant is issued a Certificate of Occupancy from the City of Boulder, or (ii) 30 days from the Possession Date.

FINAL DRAFT

LIBRARY LEASE
(Triple Net)

THIS LEASE (the "Lease"), is dated _____, 2024 by and between BNR Farms, LLC by Midwest Trust Company as Manager ("**Landlord**") and Boulder Public Library District, a quasi-municipal corporation and political subdivision of the state of Colorado ("**Tenant**").

In consideration of the premises, the mutual covenants hereinafter contained, and every act to be performed hereunder by them, Landlord and Tenant enter this Lease.

ARTICLE I
DESCRIPTION OF PREMISES AND USE

A. Property, Building and Premises. Landlord hereby lets and demises to Tenant, and Tenant hereby leases from Landlord, for the Lease Term described in Article II, the Premises located in the Boulder County, Colorado, more fully described as:

6500 Lookout Road (Assessor Parcel 146311203006); and

0 Lookout Road (Assessor Parcel 146311203008)

Boulder, Colorado 80301 (the "**Real Property**"),

including the former bank building (the "**Building**"), and all parking, paved, and landscaped grounds on the Property; and, the right to use and allow its licensees and invitees to use, in common with others entitled thereto, the access drives to and from Lookout Road; and to and from Spine Road through and across 5365 Spine Road (Assessor Parcel 146311203009) subject to the terms and conditions of this Lease (Collectively, the "**Premises**"). A depiction of the Property, the Building and the Premises is attached as **Exhibit A**.

B. Delivery and Acceptance of Premises. The Landlord will deliver possession of the Premises to the Tenant the later of _____, 2024 or the date the lease is executed (the "**Possession Date**"). Tenant agrees to accept delivery of the Premises in their "as is" condition subject to all the terms of this Lease on the Possession Date. Landlord has no obligation to make any improvements to the Premises.

C. Use of Premises. Tenant will use the Premises for a public library with all attendant uses and services that public library facilities typically provide, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent to a change in use shall not be unreasonably withheld or delayed.

1. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein that may increase the existing rate of or affect any fire or other insurance covering the Building or any of its contents, or cause cancellation of any insurance policy covering said Building.

2. Tenant shall not allow the Premises to be used for any unlawful purposes, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises as defined by the City of Boulder Municipal Code.

3. Tenant shall not permit employees, customers, or visitors to smoke inside the Building.

4. Tenant shall not store any waste in or upon the Premises except as normal in the operations of a public library.

5. Tenant shall have the right to install a standard exterior sign on the Building, may utilize the existing on Premises Signs and may install monument signage after obtaining Landlord's written approval as to the location, color, design, composition and size, not to be unreasonably withheld or delayed.

6. Tenant may from time-to-time conduct used book sales or other library related sales on the Premises but shall not conduct any auction, distress, fire sale, bankruptcy, liquidation, or going-out-of-business sale thereon without the Landlord's prior written consent.

7. Tenant may make tenant improvements within and without the Building and on the Property to make them suitable for Tenants purposes, including modifications to the bank drive up window, provided no structural changes are made to the Building without prior written consent of the Landlord.

8. Tenant shall not use the Premises or permit anything to be done in or about the Premises that will conflict with any law, statute, ordinance or governmental rule or regulation related to the Premises and the use thereof now in force or which may hereafter be enacted or promulgated, including, without limitation, environmental laws. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements of any board of insurance underwriters or similar bodies now in force or which may hereafter be in force, relating to or affecting the condition, use or occupancy of the Premises.

ARTICLE II TERM

A. **Primary Term.** The Lease Term is sixty (60) months beginning twelve o'clock noon on the "Rent Commencement Date" (as defined below) and extending until twelve o'clock noon sixty (60) months thereafter. The "**Rent Commencement Date**" shall be (i) one business week from the day Tenant is issued a Certificate of Occupancy from the City of Boulder, or (ii) 30 days from the Possession Date whichever is earlier.

B. **Extended Term.** Tenant may, at Tenant's sole option, extend the Lease for

one (1) additional five (5) year period ("**Extended Term**"), upon the same terms and conditions, except for Base Rent, which will increase by three percent (3%) in the first year, and three percent 3% each year thereafter. To exercise its option, Tenant must give Landlord written notice of such election at least one hundred eighty (180) days before the end of the Lease Term and may only do so if Tenant (i) is not then in default; and (ii) has not been in default on two (2) or more separate occasions during the Lease Term.

**ARTICLE III
BASE RENT, ADDITIONAL
RENT AND SECURITY
DEPOSIT**

A. Base Rent. Tenant will pay Base Rent of \$150,000 annually in monthly installments of \$12,500, without setoff or deduction, without notice or demand, in advance, on or before the first day of each month during the Lease Term at the address of Landlord set forth in the Basic Lease Provisions or at such other address or addresses as Landlord may hereafter provide in writing. For the purposes of this Lease, the term "Lease Year" shall mean twelve (12) consecutive months starting with the first day of the Rent Commencement Date. Base Rent for any fractional month during the Lease Term will be adjusted pro rata on a per diem basis.

B. Additional Rent. The Parties intend this Lease to be a "Triple Net Lease." All costs and expenses attributable to the Premises will be paid by Tenant as "Additional Rent." Tenant will pay Additional Rent directly to third parties providing services or materials, or government services and not to Landlord. Additional Rent includes but is not limited to all costs and expenses related to Tenant Improvements and operation, maintenance and management of the Premises, including, without limitation: all services provided to the Building and the Premises, including HVAC services, water, sewer, other utilities, janitorial, electrical, trash, and general maintenance; all real estate taxes for the Premises, premiums for insurance required or permitted to be carried by Tenant, all charges for utilities, all costs for maintenance and repairs, and all other costs and expenses of operating, maintaining, repairing, lighting, replacing, cleaning, exterior window cleaning, painting, striping, removing of snow, ice and debris, conducting efficiency studies used in the operation and maintenance of the Premises, including heating, air conditioning and ventilating equipment, and personal property taxes and other charges incurred in connection with such equipment; costs and expenses of maintaining, repairing and replanting and replacing flowers and shrubbery and planters, as reasonably necessary; sprinkler maintenance costs; labor and administrative costs of operating and maintaining the Premises. Notwithstanding the forgoing, Additional Rent shall not include the cost of correcting any construction defects or making any structural changes, advertising the Premises for sale or lease, lease commissions or brokerage fees incurred by Landlord in connection with the lease, sale or financing of the Premises, costs or expenses reimbursed by insurance, Landlord's net income taxes, income tax accounting, interest, depreciation and general corporate overhead.

C. Rent Default. Tenant will be in Default on payment of Base Rent and/or Additional Rent if not timely made within 10 days after written notice from Landlord of a failure to make a payment.

D. Late Rent Payment. Any payment of Base Rent, Additional Rent, or obligation hereof which may be satisfied by the payment of money will, as of the date of Default:

1. Include a late fee of five percent (5%) of such amount that represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant; and,

2. Will bear interest at the rate of 10 % *per annum* ("**Default Rate**") until paid in full.

E. Security Deposit. Tenant will deposit with Landlord a Security Deposit of \$25,000.00 (the "**Deposit**") upon execution of this Lease. The Deposit may be applied by Landlord to pay losses or costs, damage or expense including reasonable attorney's fees sustained by Landlord by reason of failure of Tenant to comply with any provision in this Lease. To the extent not applied to a loss, cost, damage or expense, the Deposit, without interest thereon, will be returned to Tenant within 60 days after expiration or termination of the Lease. The Deposit is not an advance payment of rent or any measure of the loss, cost, damage, or expense that is or may be suffered by Landlord. In the event all or any portion of the Deposit is applied by Landlord to pay any loss, cost, damage or expense, Tenant shall, within 20 days after written demand, deposit with Landlord amounts necessary to replenish the Deposit.

ARTICLE IV TENANT IMPROVEMENTS

Tenant shall not, under any circumstances, make alterations or additions to the exterior of the Building except for a library identification sign. Tenant shall make no structural changes to the Premises, including equipment or appliances installed in connection with the transmission or delivery of the utilities without first procuring Landlord's written consent, which consent shall not be unreasonably withheld or delayed, after delivering to Landlord the plans and specifications.

Tenant may remodel the interior of the Building for Tenant's purposes including the removal of existing and construction of new non-loadbearing walls. Tenant may hang pictures, artwork and other wall hangings, without Landlord's prior written permission, and may repaint and install wall coverings, without the necessity for Landlord's consent. All new carpet and flooring must be approved in advance by Landlord, and must be of grade and quality commensurate with that originally installed in the Premises and must conform to existing building standards.

Tenant may with Landlord's written consent, make landscaping and xeroscaping improvements to the Premises.

Tenant is a public entity and its projects may not be the subject of mechanics or materialmen's liens under Colorado law. Nevertheless, Tenant will promptly pay for the costs associated with any such alterations or additions, and shall indemnify, to the extent permitted by law, Landlord against liens, costs, damages and expenses incurred by Landlord in connection therewith,

including any reasonable attorney's fees incurred by Landlord, if Landlord shall be joined in any action or proceeding involving such work. Landlord may, at its option, pay sums due to release any liens, in which event any such sums paid by Landlord shall be due to Landlord by Tenant upon written demand and shall accrue interest at the Default Rate from the date incurred by Landlord. Under no circumstances shall Tenant commence any such work until Landlord has been provided with certificates evidencing that all the contractors and subcontractors performing such work have in full force and effect adequate worker's compensation insurance as required by the laws of the State of Colorado, public liability and builder's risk insurance in such amounts and according to terms satisfactory to Landlord. Landlord shall at all times have the right to post or keep posted on the Premises, or in the immediate vicinity thereof, any notices of non-responsibility for any construction, alteration or repair of the Premises by Tenant, and Tenant hereby agrees to give Landlord at least ten (10) business days prior written notice of Tenant's plans to commence such work so as to enable Landlord an opportunity to post such notices, and Tenant shall ensure that such notices remain posted, continuously, throughout the period of construction.

All alterations, additions, improvements and fixtures, including but not by way of limitation, lighting fixtures, ducts, controls, diffusers, counters and work stations, filters or other equipment for distribution of heating and cooling, plumbing, electrical and telephone, and other personal property which may be made or installed by, for and on behalf of Tenant, upon the Premises, and which are permanently attached to the floors, walls, or ceilings so as to become fixtures (except Tenant's computers and Tenant's telephone system, custom cabinets, and any trade fixtures or trade equipment used by Tenant within the Premises, which equipment shall be removed upon the request of the Landlord) shall become the property of Landlord at the time of installation, and shall remain upon and be surrendered with the Premises at the time of termination of this Lease as a part of the Premises, without disturbance, molestation or injury. Any tile, linoleum or floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Premises shall be and become the property of Landlord absolutely upon installation. During the Lease Term Tenant shall not remove or damage the above described items and fixtures without the written consent of Landlord. Tenant shall promptly repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings, equipment, computers and telephone system.

ARTICLE V INSURANCE

A. **Building Insurance.** Commencing with the Lease Commencement Date and continuing throughout the Lease Term, and any extensions thereof, Tenant shall maintain or cause to be maintained (i) special causes of loss, or its equivalent, casualty insurance policy, insuring the Building and all improvements of the Building and the Premises in an amount not less than one hundred percent (100%) of their replacement value; (ii) commercial general liability insurance to the extent required by the Colorado Governmental Immunity Act; and (iii) other policies of insurance which Landlord requires to be kept in force. The insurance coverage amounts shall be determined by Landlord, in Landlord's reasonable discretion. Unless this Lease is terminated as a result of damages to the Premises, any insurance proceeds received by Landlord as a result of damage to the Building shall to the extent not payable to any lender, be applied to the extent reasonably

necessary by Landlord to repair such damage.

B. Premises Insurance. Commencing with the Lease Commencement Date and continuing throughout the Lease Term, and any extensions thereof, Tenant shall maintain or cause to be maintained, at its sole cost and expense: (i) fire and extended coverage insurance insuring all alterations and additions made by Tenant to the Premises and all of its fixtures, inventory, furniture and equipment in an amount not less than the full replacement value thereof with the broadest possible coverage ("special causes of loss, or its equivalent") on a one hundred percent (100%) co-insurance form insuring against all risks of direct physical loss; and (ii) public liability, bodily injury and property damage commercial general insurance coverage (or its equivalent) insuring against claims of any and all personal injury, death or damage occurring in or about the Premises in amounts required by the Colorado Governmental Immunity Act.

Each of the foregoing insurance policies in Sections A and B above to be carried by Tenant shall name Landlord as an additional insured, and shall be payable to Landlord and Tenant as their interests may appear. In addition, all such policies shall contain waivers of subrogation and, if required by Landlord, a loss payable endorsement in favor of the holder of any first mortgage on the Property or portion thereof. All such policies shall provide that no cancellation or termination thereof or any material modification thereof shall be effective, except on twenty (20) days prior written notice to Landlord, and, if applicable, said Mortgagee. Certificates evidencing such insurance shall be delivered to Landlord upon the Lease Commencement Date and each anniversary thereof.

C. Landlord's Representations, Covenants. Landlord represents that, to Landlord's knowledge there is no soil contamination, on or under the Premises and further represents that Landlord knows of no asbestos or other toxic or hazardous substances having been on the Premises. If Tenant finds any existing asbestos or other contamination or hazardous substance that existed on the Lease Execution Date, the Landlord will remove, or pay for the removal of such soil contamination, asbestos or other toxic or hazardous substance. If Landlord is unable to remove or pay for the removal of such substance, Tenant may terminate this Lease.

D. Hazardous Materials. Except as necessary in the ordinary course of conducting Tenant's general business practices, Tenant shall not carry any stock of goods, store any Hazardous Materials in violation of any Federal, State or local laws, statutes, ordinances, rules or regulations pertaining to the same (hereinafter, "Environmental Regulations"), or do anything in or about the Premises that would in any way tend to increase insurance rates or invalidate any policy on the Premises or the Building. For purposes of this Lease, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances" or "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. "CERCLA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA") or any other Federal, State or Local laws or statutes and in any regulations adopted and publications promulgated pursuant to said laws. If Tenant fails to use, handle or dispose of Hazardous Materials as required by applicable Federal and State law and such failure causes an increase in insurance premium to Landlord, Tenant agrees to pay as Additional Rent any such increase in premiums therefor resulting from such failure by Tenant. If Tenant installs any electrical equipment that overloads the power lines to the Building, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of insurance underwriters and

insurance rating bureaus and governmental authorities having jurisdiction.

Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all laws, rules, regulations, ordinances, directives, covenants, and restrictions of record, relating in any manner to the Tenants use of the Premises (including but not limited to environmental conditions and the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Materials) now in effect or which may hereafter come into effect. Tenant shall comply with all requirements concerning the handling and disposal of all waste.

E. **Hold Harmless.** To the extent permitted by law, Tenant shall indemnify, protect, defend and hold Landlord, its managers, members, officers, directors, agents, employees, lenders and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Materials brought onto the Premises by or at the direction of Tenant or by anyone under Tenant's control to the extent permitted by law. The indemnification set forth above shall survive the expiration or termination of this Lease.

ARTICLE VI MAINTENANCE OF THE BUILDING AND REPAIRS

A. **Tenant's Maintenance and Repair Obligations--Building.** Tenant shall at its sole cost and expense, keep the Building in good condition and repair, ordinary wear and tear excepted, including, without limitation, all heating, ventilating and other mechanical appurtenances and equipment; In connection with all such maintenance, Tenant may enter into (i) contracts for the maintenance, inspection and service of the Building and the equipment within the Building, and (ii) contracts for the cleaning of all windows in the Building and for sweeping of and removal of snow from sidewalks adjacent to the Premises, the costs of which, together with all costs of any replacements or repairs resulting from determinations made by the inspection service, shall be included in and comprise a portion of Additional Rent.

B. **Tenant's Maintenance and Repair Obligations—Interior of Premises.** Tenant shall, at its sole cost and expense, maintain, replace, repair and keep all parts of the interior of the Premises (which include but are not limited to, interior wall surfaces, doors, door hardware, and mechanical equipment within the Premises), in good order, operating condition and repair. Tenant shall also keep the Premises in a clean, sanitary and safe condition in accordance with all applicable directions, rules and regulations of any health officers, building inspectors or other proper officers of the governmental agencies having jurisdiction over the Premises. Tenant shall comply with all requirements of laws, ordinances and other rules and regulations that affect the Premises. Tenant shall permit no injury to the Building or Premises. At the expiration of the Lease Term, Tenant shall surrender the Premises broom clean in as good order as the same is on the day Tenant first opened the Premises for business, ordinary wear and tear, damage, and loss from the elements, loss caused by fire or other casualty, repairs to be made by Landlord, and other occurrences beyond the control of Tenant excepted.

C. **No Capital Improvements.** Notwithstanding the foregoing, the Tenant's

Maintenance and Repair Obligations – Building and Premises shall not include an obligation to perform maintenance and repairs to the Building or Premises that would be considered capital improvements, as generally understood by the IRS code. Capital improvement maintenance and repair obligations shall be the sole and exclusive responsibility of the Landlord, the costs for which shall not be assigned to the Tenant as Additional Rent. For the avoidance of any doubt issues such as replacement of HVAC Systems, water, sewer, and electrical lines, roofs, structural repairs, and parking lot replacement or resurfacing shall be considered capital improvements.

ARTICLE VII WAIVER OF SUBROGATION

Landlord and Tenant agree that, if the property or interests on which they are required to obtain insurance in connection with the transaction contemplated by this Lease shall be damaged or destroyed during the Lease Term by a peril insured under the policies of insurance, and whether or not such damage or destruction was caused by the neglect of the other party, neither party shall have any liability to the other or to any insurer of the other for, or in respect of, such damage or destruction, to the extent covered by such insurance; and each party shall insure that the policies of insurance required herein are endorsed with a provision in and by which the insurer shall waive its right of subrogation against the other. The waiver of subrogation hereby required shall extend only to the risks insured by the policies required by this Lease.

ARTICLE VIII DESTRUCTION OF OR DAMAGE TO PREMISES

A. **Total Destruction.** In case the Premises or the Building in which the Premises are situated shall be destroyed by fire or other peril insurable under the policies of insurance so as to become partially or totally untenable, the same shall be repaired as speedily as possible at the expense of Landlord, to the extent of insurance proceeds available, unless (i) Landlord shall elect not to rebuild as hereinafter provided; or (ii) the remainder of the Lease Term at the time of such damage or destruction is less than twelve (12) months, in which event Landlord shall not be required to rebuild if either Landlord or Tenant shall elect, upon written notice to the other party sent within fifteen (15) days of the date of the damage or destruction to terminate the Lease effective as of the date of receipt of the notice. No rent shall be due while the Premises is untenable.

B. **Partial Destruction.** In case the Premises or the Building in which the Premises are situated shall be damaged by fire or other peril insurable under the policies of insurance so as to render more than thirty-three percent (33%) of the Premises or 33% of the said Building untenable, or in the Tenant's reasonable and good faith judgment prevents the operation of Tenant's business, Tenant may, at its election by notice given to the other not more than 30 days after the occurrence of the damage, terminate this Lease. In the event Tenant elects not to terminate, Landlord shall, as speedily as possible, repair, rebuild or restore any such damage suffered in the Building or the Premises as set forth above, provided, however, that Landlord shall only be required to use building standard materials, and in the event Tenant desires the use of materials which are not building standard, Tenant shall pay any increased cost with respect to such materials, together with any costs incurred by Landlord as a result of delays in construction resulting from such materials not being available for use and installation at the time when Landlord is ready to install such materials. Subject to

the receipt of required building permits issued by applicable governmental authorities, and subject to other factors of "force majeure," the Premises shall be repaired within 120 days of the date of the occurrence of the damage or destruction. In the event the Premises are not repaired within such 120-day period, Tenant may give notice of default and opportunity to cure. If the Premises are not repaired as provided herein by the date which is fifteen (15) days after the Landlord's receipt of such written notice and opportunity to cure, Tenant may terminate this Lease. The deadlines set forth herein shall be tolled during any periods of delay pending receipt of building permits from pertinent governmental authorities, and during any period in which construction and progress is delayed due to the unavailability of materials selected by Tenant and during the period of any force majeure event.

C. Uninsured Loss. In case of casualty to the Premises resulting in damage or destruction which casualty is not insured against, Landlord shall be under no obligation to restore, replace, or rebuild the Premises, and this Lease shall be deemed terminated and of no further force or effect as of the date of such casualty, unless Landlord elects in its sole and absolute discretion to restore, repair, replace and rebuild the Premises and so notifies Tenant in writing within thirty (30) days after such casualty. In the event Landlord so elects to restore, repair, replace and rebuild the Premises, then this Lease shall continue in full force and effect during the period of such restoration, repairing, replacing, or rebuilding, with the rent abated.

ARTICLE IX EMINENT DOMAIN

If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as of the date of title vesting in such proceeding, all rent shall be paid up to that date, and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term; however, the provisions of this Article shall in no way be construed or interpreted as a waiver of Tenant's right against the condemning authority.

If the whole of the parking areas for the Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as of the date of title vesting, unless Landlord, at its own expense should elect to take immediate steps to provide other parking facilities within a reasonable distance from the Building and reasonably acceptable to Tenant so as to allow parking space ratios between the parking areas and the gross area of the buildings on the Property to be sufficient to satisfy Tenant and applicable governmental authorities.

If a part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking shall be so extensive that Tenant is unable to continue to operate its business in the remainder of the Premises, then for a period of thirty (30) days following such taking, Tenant shall have the right to either terminate this Lease and declare the same null and void by giving written notice thereof to Landlord or, alternatively, to continue in the possession of the remainder of the Premises under the terms herein provided, except that the Minimum Rent and Tenant's Pro Rata Share of Operating Costs shall be reduced in such proportion as the nature, value and extent of the part so taken bears to the whole of

the Premises.

If a part of the parking area of the Property should be acquired or condemned by eminent domain for any public or quasi-public use or purpose, no rights under this Lease shall be affected, so long as the remaining number of parking spaces satisfy the requirements of applicable governmental authorities and the needs of the Tenant. If the remaining number of parking spaces do not so conform as set forth above, or if ingress or egress to and from the Building or the Premises is materially impaired, Landlord may, at its election, take immediate steps to provide substitute additional parking facilities within a reasonable distance from the Building and acceptable to Tenant, to allow parking space ratios sufficient to satisfy applicable governmental authorities and the needs of the Tenant.

In the event Tenant terminates this Lease as provided hereinabove, such termination shall be as of the date of Tenant's written notice (but rent shall be due until Tenant's surrender of the Premises), and Tenant shall have no claim against Landlord for the value of the unexpired Lease Term, or for damages of any kind. In addition, in the event this Lease otherwise terminates or is terminated by Landlord pursuant to this Article, Landlord shall have no claim against Tenant for the value of the unexpired Lease Term, or for damages of any kind.

In the event of a partial taking which is not extensive enough to render the Premises unsuitable for the business of Tenant as set forth above, then Landlord shall as speedily as possible restore the Premises to a condition comparable to its condition at the time of such taking, less the portion lost in the taking, and this Lease shall continue in full force and effect except that the Minimum Rent and Tenant's Pro Rata Share of Operating Costs shall be reduced in the manner provided above.

As regards any obligations of Landlord described in this Article, in no event shall Landlord be required to spend an amount in excess of the amount available to Landlord from the award for any part of the Premises or parking area taken.

In the event of any condemnation or taking as aforesaid, whether in whole or in part, Tenant shall not be entitled to any part of the award paid to Landlord for such condemnation. Although all damages in the event of any condemnation or taking of the fee interest are to belong to Landlord, provided that Landlord's award is not diminished, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of loss of the leasehold and any and all damage to Tenant's business by reason of condemnation.

ARTICLE X INDEMNIFICATION

Tenant shall to the extent permitted by Colorado Law, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, members, agents and employees (each referred to herein as an "indemnified party") against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs and loss of rentals payable

by Tenant or other tenants in the event of loss caused by any negligent act or willful omission of Tenant unless such loss is covered by Landlord's rent abatement insurance) suffered or incurred by any or all of the indemnified parties and arising from or as a result of (a) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (b) any willful act or negligence of Tenant, or any officer, agent, employee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (a) or (b) above, then Tenant, upon notice from an indemnified party, shall to the extent permitted by law, defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord; provided, that such indemnity shall not apply to any loss suffered as a result of Landlord's negligence or willful misconduct. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises and the Building from any cause attributable to Tenant, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Premises or the Building.

Landlord shall, and does hereby, indemnify, protect, defend and hold harmless Tenant, Tenant's beneficiaries and their respective partners, members, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any of the indemnified parties in connection with loss of life, personal injury or property damage arising from or as a result of (a) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease or (b) any willful act or negligence of the Landlord, its officers, agents, or employees; provided that such indemnity shall not apply to any loss suffered as a result of the Tenant's negligence or willful misconduct.

ARTICLE XI ASSIGNMENT AND SUBLETTING

Tenant shall not assign, sell, pledge, mortgage, encumber or in any manner transfer this Lease or any interest therein, nor sublet the Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it without the prior written consent of Landlord in Landlord's sole discretion. Tenant shall have the right to assign or sublease the premises to a related affiliate without prior written consent.

No interest in this Lease shall pass to any trustee or receiver in bankruptcy, to any estate of Tenant, to any assignee of Tenant for the benefit of creditors, or to any other party by operation of law or otherwise without Landlord's consent.

No consent to assignment or subletting shall be granted if an Event of Default under this Lease exists and is continuing.

ARTICLE XII LANDLORD'S SALE OR TRANSFER

If Landlord determines to list the Premises or Building for sale, Landlord will provide

Tenant written notice of such intention at least thirty days prior to listing the property for sale and provide Tenant with the opportunity to make an offer to purchase the property. Landlord has 15 business days to accept or reject the offer.

ARTICLE XIII EVENTS OF DEFAULT

This Lease is made on the condition also that, if any one or more of the following events (herein referred to as an "Event of Default") shall happen, Tenant shall be in default of its obligations under this Lease.

A. **Rent Payments.** Tenant shall default in the timely payment of the Base Rent, Additional Rent or any other amounts payable hereunder as described in Article III; or

B. **Non-Monetary Events.** Tenant shall neglect or fail to perform or observe any of the other covenants herein contained on Tenant's part to be performed or observed, and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given to Tenant notice specifying such neglect or failure (or within such period, if any, as may be reasonably required to cure such default, if the nature of such default is such that it cannot be cured within said thirty (30) day period, provided that Tenant shall have commenced to effect such cure and shall proceed with due diligence to complete such cure within such additional period of time as may be commercially reasonable); or

C. **Bankruptcy.** Tenant shall (i) be adjudicated a bankrupt or insolvent, or (ii) file or threaten to file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now or in the future amended), or (iii) make an assignment of its property for the benefit of its creditors; or

D. **Abandonment.** Tenant shall abandon or fail to take possession of the Premises without payment of rent due hereunder.

E. **Remedies.** If Tenant fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or in case of an emergency, without notice), Landlord may at its option, perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant upon receipt of invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it's drawn, Landlord, at its option, may require all future payments to be made by Tenant to be by cashier's check. In the event of an Event of Default, Landlord may, upon notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which

the unpaid rent would have been earned after the termination until the time of award exceeds the market rent; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the market rent; and (iv) the cost of recovering possession of the Premises, expenses including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired terms of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent (1%). Efforts by Landlord to mitigate damages caused by Tenant's defaults under this Lease shall not waive Landlord's rights to damages. If termination of this Lease is obtained through the remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or part thereof in a separate suit; continue the Lease and Tenant's right to possession and recover the rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests, shall not constitute a termination of the Tenant's right to possession; and

(b) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Colorado; and

(c) Landlord shall be entitled to recover the reasonable attorney's fees incurred by Landlord in pursuing Landlord's rights and remedies under this Lease.

**ARTICLE XIV
REMOVAL OF PERSONALTY AND FORFEITURE OF PERSONALTY**

Tenant agrees that on or before expiration of the Lease Term or repossession of the Premises by Landlord without termination, whichever first occurs, by way of default or otherwise Tenant shall remove all personal property for which it has the right to ownership. Any and all such property of Tenant not removed within twenty (20) days after written notice shall irrevocably become the sole property of Landlord. Tenant waives all rights to notice and all common law and statutory claims and causes of action, which it may have against Landlord after said time period as regards the storage, destruction, damage, loss of use and ownership of the personal property affected by the terms of this paragraph. Tenant acknowledges Landlord's need to relet the Premises upon termination of this Lease or repossession of the Premises, and understands that the forfeitures and waivers provided herein are necessary to aid said reletting and to allow Landlord the opportunity to mitigate damages.

**ARTICLE XIII
NON-DISTURBANCE AND SUBORDINATION**

This Lease shall be subject and subordinate to the lien of any first mortgage or other mortgage in favor of the beneficiary of said first mortgage, which Landlord may now or hereafter place upon the Premises and the Building, and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof; provided, however, that if this Lease is in full force and effect, the right of possession of Tenant to the Premises and Tenant's rights arising out of this Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the mortgage or the note secured thereby, nor shall Tenant be named as a party defendant to any foreclosure of the lien of mortgage, nor in any other way be deprived of its rights under this Lease. In the event that the Mortgagee shall agree to the sale of the Premises pursuant to the exercise of any rights and remedies under the mortgage, or otherwise, such sale shall be made subject to this Lease and the rights of Tenant hereunder.

**ARTICLE XIV
NOTICES**

All notices to be given hereunder by either of the parties shall be in writing. Notices may be given personally by delivering the same to the address set forth in the Basic Lease Provisions, or, if the Tenant, to the Premises. Either party may change the address to which notices may be sent by delivering a copy thereof to the other party in the manner aforesaid.

**ARTICLE XV
MISCELLANEOUS**

A. Covenant Dependency. Except as otherwise expressly provided herein, the obligation of Tenant to pay rent hereunder is independent of every other covenant, duty or obligation of Landlord herein, and is not subject to deduction or offset.

B. Liens. Tenant shall not cause or permit any mechanic's or other lien to be filed against the Premises, the Building or any portion of the Project by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Premises, to Tenant, or to anyone

holding the Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord or the court having jurisdiction over such matter, and such lien is released from the Premises, the Building and the Project within fifteen (15) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within fifteen (15) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

C. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being agreed that neither the method of computation of rents or any other provisions set forth herein nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

D. **Representations.** Landlord and Tenant each hereby acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease.

E. **Amendments, Modifications and/or Assignment.** No amendment or modification of this Lease or any approvals or permissions of Landlord required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

F. **Grammatical Changes.** Wherever the words "Landlord" and "Tenant" are used in this Lease, they shall include "Landlords" and "Tenants" and shall apply to persons, men and women, companies, partnerships, and corporations. Wherever the words "mortgage" or "mortgages" are used herein the same shall be deemed to include a deed of trust or trust deed, and the word "lender" shall include a Mortgagee of a mortgage or a beneficiary of a deed of trust or trust deed. For purposes of this Lease, the term "rent" shall be deemed to mean any Base Rent, Additional Rent or other monetary obligations of Tenant hereunder. All references to the Lease Term shall include any extension of the Lease Term, except as otherwise provided. All references to Tenant shall include Tenant's guarantors, assignees or sublessee. All reference to the singular shall include the plural, and vice versa.

G. **Section Headings.** The section headings are inserted herein only for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions of this Lease.

H. **Binding Effect.** Subject to the provisions hereof, the benefits of this Lease and the burdens hereunder shall respectively inure to and be binding upon the heirs, successors, personal representatives and assigns of the parties.

I. Personal Property Taxes. Tenant is a governmental entity that does not pay personal or real property taxes. It will pay property taxes for the Premises to the extent required by this Lease or the state law. Tenant will ensure that personal and real property taxes for items that are the subject of this Triple-Net lease are not assessed against or paid by Landlord.

J. Non-Waiver. No waiver of condition or covenant of this Lease by either party hereto shall be deemed to imply or constitute a further waiver by such party of the same or any other condition or covenant. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless signed in writing by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord shall not constitute a termination of this Lease unless a written agreement has been entered into with Landlord to this effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Minimum Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as rent, be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the complete performance by Tenant of the covenants herein contained on the part of Tenant to be performed.

K. Reimbursement of Attorneys Fees and Costs. In the event either party takes legal action against the other to enforce the terms of this Lease, the prevailing party shall recover from the other party its reasonable attorney's fees and costs, together with fees charged by accountants, appraisers and other consultants or experts hired by the prevailing party or its attorneys.

L. Status Statement of Lease. Tenant agrees, within an initial five (5) business days of written request by Landlord from time to time, to execute, acknowledge and deliver to Landlord a status statement of Lease generally in the form attached as **Exhibit B**, to the extent that the facts set forth therein are true.

M. Easements. Landlord shall have the right to grant any easements on, over, under and above the Premises for such purposes as Landlord determines, provided that such easements will not materially interfere with Tenant's business.

N. Holding Over. In the event that Tenant remains in possession after the expiration of this Lease, without execution of a new Lease and without Landlord's written consent, Tenant shall be deemed to occupy the Premises as a tenant from month to month, subject to all conditions, provisions and obligations set forth herein insofar as the same are applicable to a month-to-month tenancy, except that Minimum Rent shall increase to one hundred fifty percent (150%) of Minimum Rent for the last year of the Lease Term or any Extension Term thereof. In addition, Tenant shall pay any reasonable damages and hold Landlord harmless from any liability incurred in connection with any claims made by any succeeding occupant based on delay of possession.

O. Time of the Essence. Time is of the essence hereof, and each party shall perform its obligations and conditions hereunder within the time hereby required.

P. Unenforceability. If any clause or provision of this Lease is illegal, invalid or

unenforceable under present or future laws effective during the Lease Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Q. Rights and Remedies. The remedies of Landlord and Tenant shall be cumulative, and no one of them shall be construed as exclusive of the other, or any remedy provided by law or equity.

R. Limited Liability Company Authority/Corporate Authority. Landlord and Tenant (if a corporation, or limited liability company) each represent and warrant that it has full power and authority to enter into this Lease Agreement and has taken all action necessary to carry out the transaction contemplated hereby, so that when executed this Lease Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. Tenant shall provide Landlord its resolution authorizing execution of the Lease at the time of said execution and said resolution shall be incorporated herein.

S. Interpretation and Venue. The terms of this Lease shall be interpreted according to the laws of the State of Colorado. Each party consents to the enforcement by their respective Landlord of Tenant's obligations hereunder in the District Court in and for the County of Boulder, Colorado.

T. Exhibits and Addenda. The Exhibits and Addenda attached to this Lease are incorporated herein and made a part hereof by this reference.

U. Landlord/Tenant Representations. In the event either Landlord or Tenant is either a corporation and/or limited liability company, the officers executing this Lease on behalf of Tenant hereby covenant that they are duly authorized by the corporation and/or limited liability company to execute this Lease, that the corporation and/or limited liability company is duly organized under the laws of its State of incorporation and that the corporation and/or limited liability company has the full right and authority to enter into this Lease for the full term hereof. In the event Tenant is a general or limited partnership, the general partner(s) executing this Lease on behalf of Tenant hereby covenant(s) that he (they) is (are) duly authorized by the partnership to execute this Lease, that the partnership is duly organized under the laws of the State in which it was formed and that the partnership has the full right and authority to enter this Lease for the full term hereof. Landlord further warrants that it is owner of the property and holds title in fee simple.

V. ADA. Landlord represents to Tenant that, to the Landlord's knowledge as of the Lease Execution Date, the Building has received no notice of required modification as a result of the Americans with Disabilities Act of 1990, as amended. However, this is an older building, and Tenant shall maintain the Premises in compliance with all applicable laws during the Lease Term, except those items that are the responsibility of Landlord. In the event the Tenant requires any changes, or the Tenant's work in the Building requires any changes to comply with the ADA, any and all costs thereof will be paid by the Tenant.

W. OFAC Certification. Tenant hereby certifies and represents that Tenant, and any of its affiliates, any of their respective partners, members, shareholders or other equity owners, and their respective officers, directors, are (a) not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) not engaged in this Lease, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the certifications set forth in this paragraph to the extent permitted by law.

THE PARTIES' SIGNATURES APPEAR ON THE FOLLOWING PAGES

FINAL DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD

BNR Farms LLC,
by Midwest Trust Company, Manager

By: _____

Its: _____

TENANT




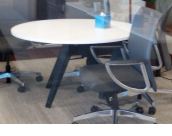
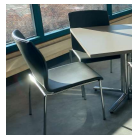



BOULDER PUBLIC LIBRARY DISTRICT

Attest:

FINAL DRAFT





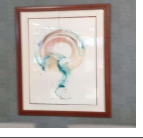

FirstBank Furniture

Branch: BOLD

Line #	Item Picture	Item Description	Dimensions	Quantity on Site	Items Specs	Quality of Item	Furniture for NOCO & warehouse to be removed on 6/1
1		Lobby Benches	20"x72"	2			To remain at BOLD
2		Glass Bulletin Board		1			To remain at BOLD
3		Botte Guest Chair		2	Source Seating, Fabric: CF Stinson, Sleeping Bear Dunes, Surf	good	To return to warehouse.
4		BISON Airflow Chair Mat	46"W x 60"D	14	Bison, clear	good	Keep (2) for NOCO, (12) to remain at BOLD
5		Zip Conference Chair		12	All Seating, Back Fabric: CF Stinson – Staple, Tempest Seat Fabric: HBF – Abito, Arco	good	To remain at BOLD
6		Canvas Round Meeting Table	48" Dia. x 30"H	2	Indiana, Nevamar Tranquility Top , Black Strut legs	good	1 to return to warehouse and 1 to remain at BOLD
7		Break Tables	36" square	3			(2) Keep for NOCO, (1) to remain at BOLD
8		Break Chairs		12	Source Axis		(8) Keep for NOCO, (4) to return to warehouse
9		Black Shelving Sections (5 partitions deep)		5			To remain at BOLD
10		Black Shelving Sections (2 partitions deep)		1			To remain at BOLD
11		Tan 4H Filing Cabinet		1			To remain at BOLD

FirstBank Furniture

Branch: BOLD

Line #	Item Picture	Item Description	Dimensions	Quantity on Site	Items Specs	Quality of Item	Furniture for NOCO & warehouse to be removed on 6/1
12		Black 6 Drawer Unit		1			To remain at BOLD
13		Tan Cash Units		9			To remain at BOLD
14		Clock		1			To remain at BOLD
15		Art 2		1			To remain at BOLD
16		Art 3		1			To remain at BOLD
17		Art 4		1			To remain at BOLD

FINAL DRAFT

EXHIBIT A
Premises

FINAL DRAFT



FINAL DRAFT

Exhibit A-Building Floor Plan

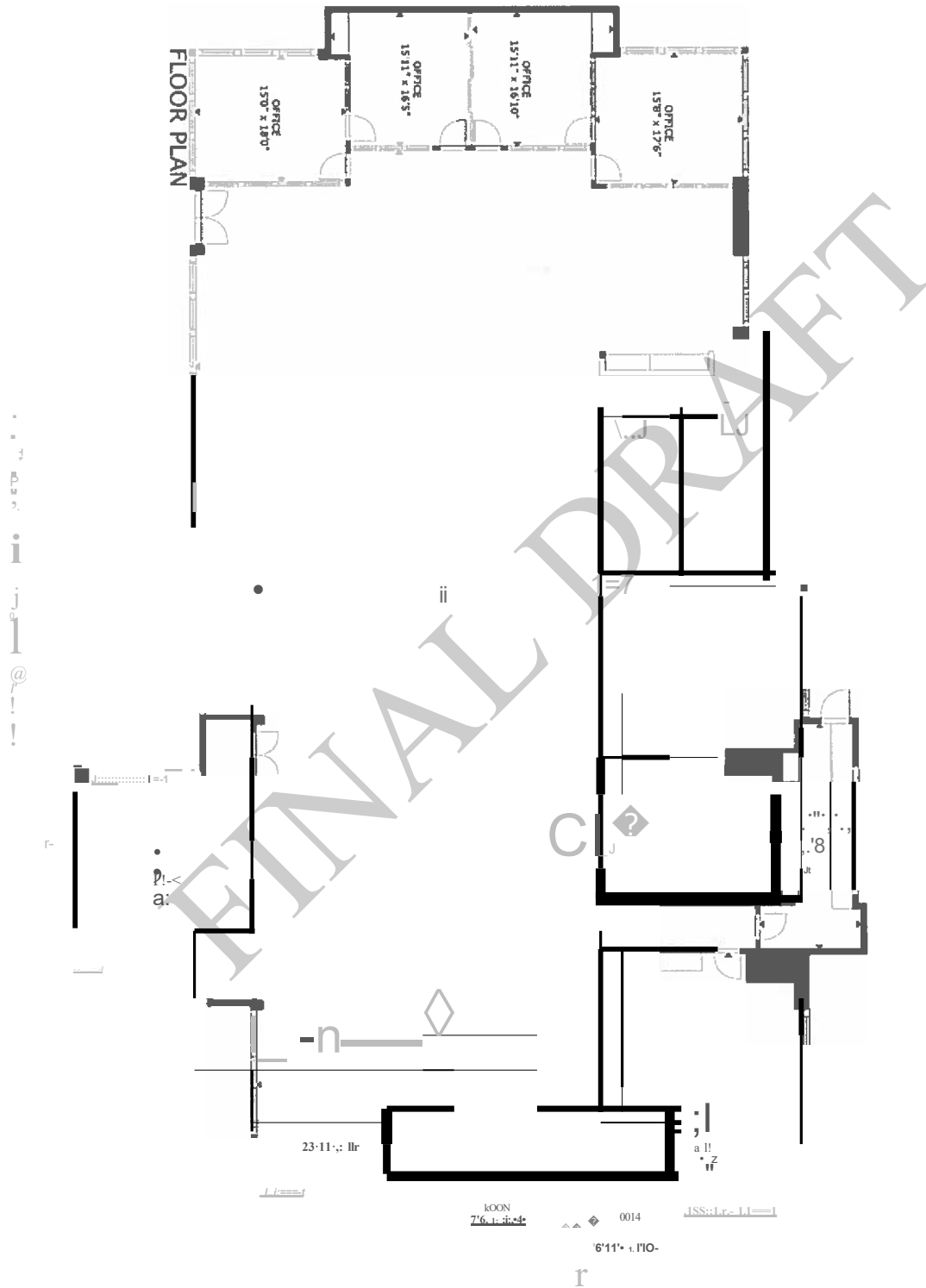


EXHIBIT B
Tenant Estoppel and Status Statement of Lease

TO:

Re: _____ ("Tenant")
_____ (the "Premises")

Gentlemen:

The undersigned is the (check one) Tenant (X) or Guarantors LJ under that certain Lease of the Premises (the "Lease") dated as of _____, 2024, covering _____ - (_____ -) square feet in the building located at _____ Suite _____, _____, as the Landlord and record owner of the Property. The undersigned hereby certifies, at the date hereof, as follows:

1. The Lease identified above is the Lease with _____ as Landlord. A true, correct and complete copy of the Lease and all amendments, guaranties, security agreements, subleases and other related documents are attached hereto as Schedule "1" and incorporated herein by this reference. Said Schedule "1" consists of the following: (describe documents and set forth number of pages). There are no other documents and understandings, between such Landlord and Tenant and/or Guarantors which relate to the Property.

2. The Lease sets forth the entire agreement between the undersigned Tenant and Landlord with respect to the leasing of the Premises, including but not limited to all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord and to the conditions precedent to occupancy of the Premises by the undersigned.

3. Tenant entered into occupancy of the Premises described in the Lease on _____ 2010, and is in possession of and occupies those Premises for purposes permitted under the Lease.

4. The Lease Commencement Date under the Lease is _____, 2024.

5. The Lease Term will expire on _____. Tenant has no rights to renew or extend the Term of the Lease or any expansion rights under the Lease, except those (if any) set forth in the Lease.

6. Tenant has deposited with Landlord the sum of _____ Dollars (\$....., (in cash,) as Security Deposit or for other purposes stated in the Lease.

7. No rents or charges have been paid in advance, except for the following rents or charges which have been paid to the date specified: _____ Dollars(\$ _____, paid to _____, 2024.

8. The current Base Rent is _____ (\$_____).

9. Landlord has not, as an inducement, assumed any of Tenant's Lease obligations and has made no agreements with Tenant covering free rent, partial rent, rebate of rental payments or any other type of rental concession, except as follows:

10. The undersigned certifies that Tenant is required to pay all operating expenses as set forth in the Lease.

11. All Base Rent and other rentals under the Lease including the payment of any taxes, utilities, common area maintenance payments or other charges that are currently due have been paid, except -- -----; all such rentals are being paid on a current basis without any claims for offsets or deductions.

12. The Lease (including all exhibits) and all related agreements and documents listed above are duly authorized, executed and delivered by Tenant and/or Guarantors and are in full force and effect and have not been assigned, modified, supplemented or amended except as indicated in Paragraph 1 above; nor have the undersigned Tenant's rights in or under such Lease been assigned.

13. The Lease and the other agreements listed above represent the entire agreement between the parties as to the Premises.

14. Other than the Landlord and its mortgage lenders, no person or firm other than the undersigned is in possession of the Premises and to the best of the undersigned's knowledge, no person or firm other than the Landlord has a future right to the Premises.

15. The undersigned is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing.

16. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend the Lease Term nor any option or preferential right to purchase all or any part of the Property or all or any part of the building of which the Premises are a part, nor any right, title or interest with respect to the Property other than as Tenant under the Lease.

17. There are no uncured defaults by Landlord under the Lease or any of the related agreements described above, and Tenant knows of no events or conditions which if uncured shall with the passage of time or notice or both, would constitute a default by Landlord under the Lease or any of the related agreements described above. There are no existing defenses or offsets, which the undersigned has against the enforcement of the Lease by Landlord.

18. The undersigned represents that the improvements and space required to be furnished according to the Lease have been duly delivered by the Landlord and accepted by the

Tenant and the Premises are in good condition and not in need of repair as of the date of this Certificate.

19. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have, to the undersigned Tenant's knowledge, been satisfied.

20. As of the date hereof, the condition of the Premises is satisfactory and adequate.

21. The undersigned represents that the Landlord has not guaranteed the Lease or any of Tenant's obligations hereunder or otherwise provided Tenant with inducement that the Landlord will pay for Tenant's obligation(s) in the event that Tenant fails to pay any obligation that Tenant is required to pay under the terms of the Lease.

22. Other than in the ordinary course of business, the undersigned has not dumped, spilled or in any other manner deposited any hazardous waste substances on the Property. The undersigned has received no notice of and has no knowledge of any violation or claimed violation of any law, rule or regulation relative to hazardous waste substances. The undersigned has not used, and the undersigned has no knowledge of any use of, the project for the storage of oils, other products of petroleum distillation or other hazardous material.

It is understood that you require this Certificate from the undersigned as a condition to the purchase of the Property from the Landlord, and that you are relying on this Certificate. After receipt of notice from Landlord that the sale has been completed, the undersigned will honor the assignment of Landlord's interest in the Lease, subject to your honoring the undersigned's right to the Premises Tenant's right of non-disturbance and the Project as set forth in the Lease.

Dated the ___ day of ___, 20___
Tenant _____ Guarantors _____ (check one)
_____, a _____

By: _____

Its: _____

STATE OF COLORADO)
CITY/COUNTY OF DENVER) ss.
)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___,
by _____

Witness my hand and official seal.

My commission expires: _____

Notary Public